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SIGNATURE RESOLUTION

JUAN MELENDREZ, as an individual and on
behalf of all others similarly situated,

Claimant,

vs.

S. STAMOULES, INC., a California
Corporation,

Respondent.

CASE ID: WBMDX

[Before the Hon. Peter D. Lichtman (Ret.)]

**DECLARATION OF FLETCHER W.
SCHMIDT IN SUPPORT OF
CLAIMANT'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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I, FLETCHER W. SCHMIDT, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for Claimant Juan Perez (“Claimant”) in the above-captioned matter. I am a member in good standing of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2012 graduate of Loyola Law School, Los Angeles, where I graduated *cum* and was awarded membership in the Order of the Coif. Since graduating from law school, and as a law clerk for the law firm of Tredway, Lumsdaine & Doyle, where I was part of the team for two class actions, including one wage and hour class action in Los Angeles Superior Court. From August 2013 to March 2016, I worked as an associate attorney at Osher & Luftman LLP. Since March 2016 I have worked at my current firm, Haines Law APC, where, in 2018, I became a Partner.

3. During my time with Boren, Osher & Luftman LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side wage and hour class actions in Virginia state and federal court. I am currently responsible for managing a caseload of over seventy-five (75) active wage and hour class actions in which I am integrally involved in all aspects of the litigation.

4. The following is a non-exhaustive list of class action settlements in which I have served as Class Counsel, and which have been granted final approval: *Julio v. Anthony, Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr. presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-02804-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis J. Hamilton presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Rubalcava v. Towing and Transport Burbank, et al.*, Case No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman presiding (approving an hourly rate

1 of \$350 for work performed in 2013, 2014 and 2015); *Rivera Regalado v. Jaguar Farm Labor*
2 *Contracting*, Case No. CV 130569, California Superior Court, County of San Luis Obispo,
3 Honorable Martin J. Tangeman presiding (approving an hourly rate of \$350 for work performed
4 in 2014 and 2015); *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court,
5 County of Los Angeles, Honorable John S. Wiley presiding (approving an hourly rate of \$350 for
6 work performed in 2013, 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health Center*,
7 Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy
8 D. Hogue presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
9 *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District
10 Court, Central District of California, Honorable Judge John F. Walter presiding (approving an
11 hourly rate of \$350 for work performed in 2014 and 2015); *Shaw v. Conant Auto Retail, San*
12 *Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San
13 Diego, Honorable Judge Joan M. Lewis presiding (approving an hourly rate of \$375 for work
14 performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No BC537042, California
15 Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr. presiding
16 (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016); *Tesla Motors*
17 *Wage and Hour Litigation*, JCCP 4792, California Superior Court, County of Santa Clara,
18 Honorable Peter H. Kirwan presiding (approving an hourly rate of \$375 for work performed in
19 2013, 2014, 2015, and 2016); *Lopez v. RM HQ LLC, et al.*, Case No. BC525592, California
20 Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding (approving an hourly
21 rate of \$375 for work performed in 2013, 2014, 2015, and 2016); *Horta v. Searles Valley Minerals,*
22 *Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable
23 Donald Alvarez presiding (approving an hourly rate of \$375 for work performed in 2015 and
24 2016); *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior
25 Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved
26 at an hourly rate of \$425 for work performed in 2016 and 2017); *Khosravi v. Enterprise Rent-A-*
27 *Car Company of Los Angeles, LLC, et al.*, Case No. 30-2016-00829923-CU-OE-CXC, Superior
28 Court of California, County of Orange, Honorable Judge Thierry Patrick Colaw presiding

(approved at an hourly rate of \$425 for work performed in 2016 and 2017); *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, Superior Court of California, County of Los Angeles, Honorable Judge Kenneth R. Freeman presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017); *Berkel v. Pride Bakeries, LLC*, Case No. 30-2017-00923148-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge William Claster presiding (approved at an hourly rate of \$425 for work performed in 2017 and 2018); *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018); *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018); *Sandra Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding (approving an hourly rate of \$425 for work performed in 2016, 2017, and 2018); *Tina Arellano v. Williams Sonoma Stores, Inc.*, Case No. BC693760, Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding; *William Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$475 for work performed in 2017, 2018 and 2019); *Maria C. Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$475 for work performed in 2018 and 2019); *Arturo Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$595 for work performed in 2018, 2019 and 2020); *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$595 for work performed in 2017-2020); *Michael Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019 and 2020); *Francisco Garcia v.*

1 *Searing Industries, Inc.*, Case No. CIVDS1932477, San Bernardino County Superior Court,
2 Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019
3 and 2020); *David Hasler, et al. v. Anheuser-Busch, LLC*, Case No. 19STCV00802, Los Angeles
4 County Superior Court, Honorable Daniel J. Buckley, presiding; *Angel Ochoa v. Fonseca*
5 *Construction, Inc.*, Case No. CIVDS1928625, San Bernardino County Superior Court, Honorable
6 David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019 to 2021);
7 *William Chang v. Avcorp Composite Fabrication, Inc.*, Case No. BC715159, Los Angeles County
8 Superior Court, Honorable Amy D. Hogue, presiding (approving an hourly rate of \$595 for work
9 performed in 2018 to 2021); and *David Alvarado, et al. v. J.G. Boswell Company*, Case No.
10 19STCV19033, Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding
11 (approving an hourly rate of \$595 for work performed in 2019 to 2021).

12 5. I have also moved to certify and have received an order certifying a class action
13 and/or conditionally certifying a collective action as Class Counsel in the following cases:
14 *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC,
15 California Superior Court, County of Orange, Honorable Judge Gail A. Andler presiding
16 (certifying a class of employees who were misclassified as independent contractors); *Javine v.*
17 *San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States District
18 Court, Central District of California, Honorable Judge Beverly Reid O'Connell presiding
19 (conditionally certifying an unpaid FLSA overtime wage class); *Prado v. Warehouse Demo*
20 *Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of
21 California, Honorable Judge John F. Walter presiding (certifying a rest period violation class and
22 conditionally certifying a FLSA unpaid overtime wage class); *Bower v. Cycle Gear, Inc.*, Case
23 No. CV14-2712 HSG, United States District Court, Northern District of California, Honorable
24 Judge Haywood S. Gilliam, Jr. presiding (conditionally certifying an unpaid FLSA overtime wage
25 class); *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
26 District Court, Eastern District of California, Honorable Judge Jennifer L. Thurston presiding
27 (conditionally certifying an unpaid FLSA overtime wage class); *Galvan v. AMVAC Chemical*
28 *Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, County of

1 Orange, Honorable Judge William Claster presiding (certifying unpaid overtime wage class and
2 waiting time penalty class); *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-
3 00775372-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge Glenda
4 Sanders presiding (certifying five separate classes for claims for unpaid wages, unreimbursed
5 expenses, failure to authorize and permit rest periods, and derivative claims); *Ontiveros v. Safelite*
6 *Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States District Court, Central
7 District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for
8 rest period violations, wage statement violations, meal period violations, and overtime and
9 double-time violations); *Staublein v. Wells Fargo Bank, National Association*, Case No.
10 CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a
11 wage statement class); and *Danica N. Keich, et al. v. U.S. Healthworks, Inc., et al.*, Case No. 37-
12 2017-00015343-CU-OE-CTL, San Diego County Superior Court, Honorable Eddie C. Sturgeon,
13 presiding (certifying classes for rest period violations, meal period violations, on-call pay
14 violations, wage statement violations, and waiting time violations).

15 6. In 2018-2021, Thomson Reuters and Los Angeles Magazine recognized me as a
16 Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers.
17 This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the
18 age of forty in Southern California each year.

19 7. As counsel for Claimant, I have been closely involved in all aspects of this
20 litigation since its inception and believe that the proposed Settlement is a fair and reasonable
21 result. True and correct copies of the Stipulation of Settlement (“Settlement Agreement”) and the
22 proposed Notice Packet (which is comprised of the Notice of Class Action Settlement (“Class
23 Notice”) and Notice of Settlement Award (“Dispute Form”)) are attached hereto as **Exhibits 1**
24 **and 2**, respectively.

25 8. This matter was originally filed as a class and PAGA action in Fresno County
26 Superior Court on July 20, 2020. After a number of discussions between counsel for the Parties,
27 the Parties agreed to attend mediation in the hopes of reaching a classwide resolution. In
28 connection with mediation, Respondent S. Stamoules, Inc. (“Respondent”) provided Claimant

1 with a sworn declaration which set forth the total number of employees who had received a wage
2 statement in California during the Class Period, the total number of wage statements issued during
3 the Class Period, the number of employees who received 41 or more wage statements during the
4 Class Period (who would therefore be subject to the \$4,000 cap on wage statement penalties under
5 Labor Code § 226(e)), as well as proof that Respondent came into compliance with Labor Code
6 § 226(a) as of August 3, 2020. A true and correct copy of this declaration is attached hereto as
7 **Exhibit 3.**

8 9. Respondent operates a produce company in Fresno County California
9 specializing in melons and other fruits and vegetables.

10 10. The sole allegation made by Claimant in this litigation is that, for the time period
11 from April 6, 2019 to August 7, 2020, Respondent issued wage statements to its employees that
12 included the employees' full 9-digit social security numbers, in violation of Labor Code §
13 226(a)(7). Respondent does not dispute this allegation, but contends that the inclusion of the full
14 social security numbers on the wage statements was not knowing and intentional, but was rather
15 the result of a clerical error that was promptly remedied upon being brought to its attention.
16 Respondent maintains that there is no evidence that any Class Members were harmed in any way
17 as a result of the inclusion of the full social security numbers on wage statements. Claimant also
18 contends that Respondent faces derivative liability for civil penalties under PAGA. Respondent
19 argues that any PAGA civil penalties would be duplicative of the Section 226(e) penalties and
20 therefore subject to substantial reduction by the Court, if they were even awarded at all.

21 11. On May 3, 2021, the Parties participated in a mediation with Jeffrey A. Ross,
22 Esq., a respected wage and hour class action mediator in California. During mediation, the Parties
23 exchanged divergent views on Respondent's liability and Claimant's exposure valuations,
24 debated their legal positions, and shared their arguments regarding the likelihood of certification
25 of Claimant's claims. *Id.* At the conclusion of mediation, the Parties were able to reach a
26 resolution of the case and spent the following months preparing the long-form settlement
27 documents. As part of the Settlement, the Parties stipulated to the appointment of the Hon. Peter
28 D. Lichtman (Ret.) as Arbitrator for purposes of seeking approval of the settlement. A true and

1 correct copy of the Joint Stipulation to Submit Case to Arbitration is attached hereto as **Exhibit**
2 **4**. The Parties advised the Court of their intention to seek approval before an arbitrator, and the
3 Court expressly approved this procedure, but required that written notice be provided to the
4 LWDA first, which Claimant provided on October 6, 2021. A true and correct copy of Claimant's
5 notice to the LWDA is attached hereto as **Exhibit 5**. After waiting 65 days for any response or
6 objection from the LWDA, on January 6, 2022, the Court entered an Order authorizing the Parties
7 to seek settlement approval before this Arbitrator, and stayed the civil case pending settlement
8 approval in arbitration. A true and correct copy of the Court's Order is attached hereto as **Exhibit**
9 **6**.

10 12. Claimant calculated Respondent's exposure for wage statement penalties as
11 follows: 1,866 "initial" violations x \$50.00 per violation + 13,779 "subsequent" violations x
12 \$100.00 per violation = \$1,471,200, plus \$120,000, representing the additional exposure for the
13 30 capped employees at \$4,000 each, for a grand total of \$1,591,200. Plaintiff discounted
14 Respondent's potential liability by 10% for a risk of losing on the merits or failing to prove
15 violations were "knowing and intentional," for a projected total of \$1,432,080.

16 13. Assuming one PAGA penalty per wage statement, Respondent's potential
17 exposure for PAGA civil penalties is \$1,774,500 (17,745 pay periods x \$100.00 "initial"
18 violation rate). Claimant acknowledges that a Court might find that the lack of evidence of any
19 ill intent or harm to employees coupled with Respondent's extremely prompt action to remedy
20 the violations upon receiving notice of the lawsuit justifies a drastic reduction in PAGA penalties.
21 Claimant predicted that a best-case scenario might result in an award of 50% of the maximum
22 PAGA penalties (\$887,250) but that in all likelihood it would be drastically less than this figure.

23 14. Therefore, Claimant projected that even if he were to certify the class and prevail
24 at trial on all claims, a best-case scenario would be an award of approximately \$2,319,330 (not
25 including statutory attorney's fees), with a significant likelihood that it would be even less. This
26 Settlement provides a recovery to the Settlement Class of \$2,327,000, which is slightly *more*
27 *than* 100% of Claimant's projected best-case scenario, while avoiding the further expense and
28 risk of proceeding towards class certification and trial. In other words, the proposed settlement

1 is recovering **100%** of the **maximum** statutory wage statement penalties, plus nearly \$900,000
2 in additional compensation for PAGA penalties, attorneys' fees, and litigation costs.

3 I declare under penalty of perjury under the laws of the state of California that the
4 foregoing is true and correct. Executed on April 1, 2022, at El Segundo, California.

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7 Fletcher W. Schmidt
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EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Juan Melendrez (“Plaintiff” or “Class Representative”), as an individual and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant S. Stamoules, Inc. (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Michael S. Helsley and Giulio A. Sanchez of Wanger Jones Helsley PC.

On July 20, 2020, Plaintiff filed a class action complaint against Defendant in Fresno County Superior Court, titled *Juan Melendrez v. S. Stamoules, Inc.*, Case No. 20CECG02103 (the “Action”), alleging that Defendant failed to issue accurate itemized wage statements. On September 25, 2020, Plaintiff filed the operative First Amended Complaint, adding an allegation for civil penalties under the Private Attorneys General Act, Labor Code § 2968 *et seq.* (“PAGA”).

As a material term of this settlement, the Parties agree to submit the Action to the jurisdiction of an arbitrator for purposes of seeking preliminary and final settlement approval and overseeing the notice process. The Parties hereby agree to engage the Hon. Peter D. Lichtman (Ret.) (“Arbitrator”), to serve in this capacity. All costs for the services of the Arbitrator shall be paid for by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount (defined below). The Parties further agree to file a petition to confirm the arbitrator’s award in Fresno County Superior Court pursuant to Code of Civil Procedure § 1285 following the Arbitrator’s issuance of a Decision granting final approval of the Settlement Agreement.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former employees of Defendant S. Stamoules, Inc. in the state of California who received a wage statement during the time period from April 1, 2019 to August 7, 2020 (the “Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.**

A. Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant from any and all claims that were pled in the

Action, or which could have been pled based on the factual allegations in the Action, that arose during the Class Period (“Released Claims”).

- B. In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff agrees to release, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- C. Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers’ compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.
- D. The Settlement shall become effective on the date upon which the Court issues an order pursuant to Code of Civil Procedure section 1285 confirming the Arbitrator’s Decision granting final approval of the Settlement Agreement (“Effective Date”).

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Maximum Settlement Amount” of \$2,327,000.00 in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
- B. The Maximum Settlement Amount will be paid by Defendant to the Settlement Administrator no later than 30 calendar days after the Effective Date.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than \$19,950.00;
 - (3) Up to \$10,000.00 for Plaintiff’s Class Representative Enhancement Payment in recognition for Plaintiff’s contributions to the Action and service to the Settlement Class. In the event that the requested Class

Representative Enhancement Payment is reduced or not approved, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;

- (4) Up to one-third of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$775,666.67), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$20,000.00. In the event that the requested Class Counsel attorneys' fees or costs are reduced or not approved, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
- (5) \$40,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$30,000.00, will be payable to the California Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or \$10,000.00, will be payable to the Settlement Class members as the "PAGA Amount," as described below.

- D. Defendants will not oppose the reasonableness of these requests. Any reduction of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.
- E. Plaintiff's Right to Rescind. Defendant represents that there were a total of 17,745 total wage statements issued during the Class Period. If the number of wage statements issued during the Class Period as reported to the Settlement Administrator following preliminary approval of the Settlement is more than 5% greater than this figure (i.e., if there are 18,633 or more wage statements), Plaintiff shall have the right to rescind this agreement. Defendant shall have the option to preempt Plaintiff's right to rescind by increasing the Maximum Settlement Amount on a proportional basis (i.e., if there was a 6% increase in the number of wage statements, Defendant may increase the Maximum Settlement Amount by 6% to void Plaintiff's right to rescind).

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator's fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the proportionate number of wage statements that he or she received during the Class Period, compared to the total aggregate number of wage statements issued by Defendant to all participating Settlement Class members during the Class Period.
- C. Within 10 business days after the Maximum Settlement Amount has been fully funded with the Settlement Administrator, the Settlement Administrator will calculate each participating Settlement Class member's Individual Settlement Payment, and will prepare and mail Individual Settlement Payments to the participating Settlement Class members.
- D. Each Individual Settlement Payment shall be allocated as 100% penalties and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form 1099.
- E. Defendant shall fully discharge its obligations to the participating Settlement Class members through the mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any check that is not negotiated within 180 days of mailing to a Settlement Class member shall be transferred to California Farmworker Foundation, the Parties' agreed-upon *cy pres* designee.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$775,666.67. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$20,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Arbitrator's and/or the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator for the approved fee award.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment in the amount of \$10,000.00 for Plaintiff's time and risk in prosecuting this case and Plaintiff's service to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payment as Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$19,950.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the payment from Defendant comprising the Maximum Settlement Amount, sending Notice Packets in English and Spanish to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Arbitrator for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Juan Melendrez as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Individual Settlement Payment), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within 15 calendar days of the signing of an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers (if available), social security numbers, and number of wage statements received during the Class Period for all Settlement Class members during the Class Period.
- B. Within 10 business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement

Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within 5 business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within 5 business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional 14 calendar days after the Response Deadline (defined below) to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
- ii. Defendant’s Right to Void Agreement. The Parties agree that if 20% or more of the Settlement Class members timely opt-out from participating in the

Settlement, Defendant shall have the right at its discretion to void this agreement in its entirety. Defendant shall communicate its decision to void the Settlement Agreement in writing to the Settlement Administrator and Plaintiff's counsel within seven (7) calendar days after the date on which the Settlement Administrator communicates to the Parties that the Defendant's Right to Void Agreement Clause has been triggered. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out from the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.

- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Arbitrator) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval hearing.
- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Arbitrator for a final determination.
- G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff:	Fletcher W. Schmidt of Haines Law Group, APC 2155 Campus Drive, Suite 180, El Segundo, CA 90245 fschmidt@haineslawgroup.com
if to Defendant:	Michael S. Helsley of Wanger Jones PC 265 E. River Park Circle, Suite 310, Fresno, CA 93720 mhelsley@wjhattorneys.com

14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

15. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

JUAN MELENDREZ

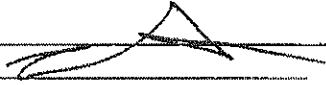
Dated: Feb 24, 2022

Juan Melendrez
Juan Melendrez (Feb 24, 2022 19:38 PST)

Juan Melendrez, Plaintiff

S. STAMOULES, INC.

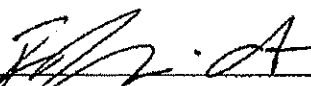
Dated: _____

By: 
Its: _____

APPROVED AS TO FORM:

Dated: 2/25/2022

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Fletcher W. Schmidt
Attorneys for Plaintiff

Dated: 3/14/2022

WANGER JONES HELSLEY PC

By: 
Michael S. Helsley
Giulio A. Sanchez
Attorneys for Defendant

EXHIBIT 2

SIGNATURE RESOLUTION ARBITRATION

JUAN MELENDREZ, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

S. STAMOULES, INC., a California Corporation; and
DOES 1 through 100,

Defendants.

Arbitration Case ID: WBMDX
Fresno Superior Court, Case No. 20CECG02103

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former employees of Defendant S. Stamoules, Inc. (“Stamoules”) in the state of California who received a wage statement during the time period from April 1, 2019 to August 7, 2020. Collectively, these employees will be referred to as “Settlement Class Members.”

PLEASE READ THIS NOTICE CAREFULLY YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this notice?

The arbitrator has granted preliminary approval of a proposed class action settlement (the “Settlement”) in the lawsuit *Juan Melendrez v. S. Stamoules, Inc.*, Fresno County Superior Court, Case No. 20CECG02103, Signature Resolution Arbitration Case ID No. WBMDX (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Stamoules’ records show that you were employed by Stamoules in the state of California and received a wage statement during the time period from April 1, 2019 to August 7, 2020 (the “Settlement Class Period”). The arbitrator ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the arbitrator finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Juan Melendrez (“Plaintiff”) brought this lawsuit against Stamoules asserting claims on behalf of all Settlement Class Members. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.” Plaintiff filed the Lawsuit in Fresno County Superior Court, and the parties have agreed to seek approval of the Settlement through the use of an arbitrator.

In the Lawsuit, Plaintiff alleges that Stamoules: (1) failed to issue accurate and itemized wage statements by including employees’ full social security numbers on wage statements; and (2) is liable for civil penalties under the Private Attorneys General Act (“PAGA”).

Stamoules denies that it has done anything wrong or unlawful, and denies that it owes Settlement Class Members any restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and is not construed as an admission of liability on the part of Stamoules, which expressly denies all liability.

Neither the arbitrator nor the court have ruled on the merits of Plaintiff’s claims or Stamoules’s defenses. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the interests of Settlement Class Members and Stamoules to settle the Lawsuit on the terms summarized in this

Notice. After Stamoules provided substantial relevant information to Class Counsel, the Settlement was reached after mediation and arms'-length negotiations between the parties with the assistance of a neutral mediator.

The Class Representative and Class Counsel support the Settlement. Among the reasons for their support are the defenses to liability potentially available to Stamoules, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Stamoules, your decision about whether to participate in the Settlement will not affect your employment. California law and Stamoules' policy strictly prohibit unlawful retaliation. Stamoules will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / Settlement Class Members: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Matthew K. Moen (SBN 305956) mmoen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant: WANGER JONES HELSLEY PC Michael S. Helsley (SBN 199103) mhelsley@wjhattorneys.com Giulio A. Sanchez (SBN 317329) gsanchez@wjhattorneys.com 265 E. River Park Circle, Suite 310 Fresno, California 93720 Tel: (559) 233-4800 Fax: (559) 233-9330
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the arbitrator preliminarily certified a settlement class – for settlement purposes only – of all current and former employees of Stamoules in the state of California who received a wage statement during the Settlement Class Period. Settlement Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Stamoules, as described below in the “Release” section.

Stamoules agreed to pay \$2,327,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, attorneys’ fees and expenses, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative Enhancement Payment. Should the arbitrator grant final approval to the Settlement, the parties will then seek an order from the Fresno County Superior Court pursuant to Code of Civil Procedure section 1285 confirming the arbitrator’s decision granting final approval of the Settlement Agreement. Individual Settlement Payments will be mailed to participating Settlement Class Members approximately 45 days after the Court enters an order confirming the arbitrator’s decision. **Therefore, it is imperative that you notify the Settlement Administrator of any changes to your address that take place prior to the disbursement in order to avoid any delays in receiving your payment.**

The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The arbitrator has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The arbitrator has approved setting aside up to \$19,950.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The arbitrator will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount (which is currently estimated to be \$775,666.67) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$20,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award \$10,000.00 to Plaintiff as a Class Representative Enhancement Payment. This is meant to compensate Plaintiff for his service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate \$40,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$30,000.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$10,000.00) will be payable to the Settlement Class as part of the Net Settlement Amount.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the arbitrator-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be distributed to each participating Settlement Class Member based on the proportionate number of wage statements that he or she received during the Settlement Class Period, compared to the total aggregate number of wage statements issued by Stamoules to all participating Settlement Class Members during the Settlement Class Period.

Individual Settlement Payments to Settlement Class Members. If the arbitrator grants final approval of the Settlement and the Court enters an order confirming the arbitrator's decision, Individual Settlement Payments will be mailed to Settlement Class Members who did not submit a valid and timely Request for Exclusion. Each participating Settlement Class Member who receives an Individual Settlement Payment must cash that check within 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to participating Settlement Class Members whose checks are not cashed within 180 calendar days after mailing will be transferred by the Settlement Administrator to California Farmworker Foundation, the arbitrator-approved *cy pres* designee.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be allocated as 100% penalties and interest issued pursuant to an IRS Form 1099. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, Stamoules and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the arbitrator approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will fully release and discharge Stamoules from any and all claims that were pled in the Lawsuit, or which could have been pled based on the factual allegations in the Lawsuit, that arose during the Settlement Class Period ("Released Claims"). The period of the Release shall coincide with the Settlement Class Period, and become effective upon the date on which the Court issues an order confirming the arbitrator's decision.

Conditions of Settlement. The Settlement is conditioned upon the arbitrator issuing an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class Members, the Court issuing an order confirming the arbitrator's decision, and the entry of Judgment thereon.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Payment, which has been calculated for you based on the formula set forth above, and as stated in the accompanying Notice of Individual Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Payment. Your award is based on the proportionate number of wage statements that you received during the settlement Class Period. The information contained in Stamoules' records regarding this information, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Individual Settlement Payment. If you disagree with the information in your Notice of Individual Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the arbitrator for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion must state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *JUAN MELENDREZ v. S. STAMOULES, INC.*, LAWSUIT PENDING IN SIGNATURE RESOLUTION ARBITRATION, ARBITRATION CASE NO. WBMDX. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from 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.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the arbitrator rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection should include your name, address, last four digits of your social security number, as well as contact information for any attorney representing you regarding your objection, the case name and arbitration case number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. All objections or other correspondence must state the case name and arbitration case number, which is *Juan Melendrez v. S. Stamoules, Inc.*, Signature Resolution Arbitration, Arbitration Case No. WBMDX. Objections in writing must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> at <<FINAL APPROVAL HEARING LOCATION>>. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the arbitrator approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The arbitrator will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>> at <<FINAL APPROVAL HEARING LOCATION>>. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The

arbitrator will also be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may contact the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>, toll free, or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE ARBITRATOR OR SIGNATURE RESOLUTION ARBITRATION FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>.

NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT

JUAN MELENDREZ v. S. STAMOULES, INC.
SIGNATURE RESOLUTION ARBITRATION, ARBITRATION CASE ID: WBMDX
FRESNO COUNTY SUPERIOR COURT, CASE NO. 20CECG02103

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Stamoules' records:

- (a) You received _____ wage statements during the Settlement Class Period;
- (b) There were a total of _____ wage statements received by all participating Settlement Class Members during the Settlement Class Period.

Based on the above, your Individual Settlement Payment is estimated to be \$_____.

(IV) If you disagree with items (a) - (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Stamoules' records, those records will control unless you are able to provide documentation that establishes that Stamoules' records are mistaken. If there is a dispute about whether Stamoules' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the arbitrator for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT 3

WANGER JONES HELSLEY PC
265 E. River Park Circle, Suite 310
Fresno, California 93720
Telephone: (559) 233-4800
Facsimile: (559) 233-9330

Michael S. Helsley #199103
Mhelsley@wjhattorneys.com

Attorney for: Defendant, S. STAMOULES, INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF FRESNO, CENTRAL DIVISION

JUAN MEENDREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff(s),

v.

S. STAMOULES, INC., a California
Corporation; and DOES 1 through 100,

Defendant(s).

Case No. 20CECG02103

DECLARATION OF ELENA
STEFANOPOULOS

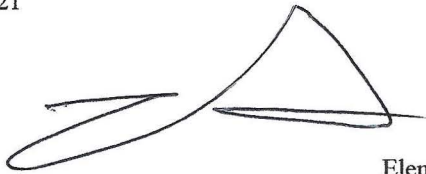
I, Elena Stefanopolous, hereby declare as follows:

1. I am over the age of 18 and the **owner/manager** of Stamoules Produce, Inc, a Defendant in the above-referenced litigation.
2. I know the information contained herein of my own personal knowledge and could and would competently testify thereto.
3. There are 1896 employees who worked in California and who received at least one wage statement from Stamoules Produce during the period April 6, 2019 to August 7, 2020.
4. There are 30 employees who worked in California and received forty-one (41) or more wage statements from Stamoules Produce that included the employees full 9-digit social security number during the period April 6, 2019 to August 7, 2020
5. There were 17,745 aggregate wage statements issued to non-exempt employees during the period April 6, 2019 to August 7, 2020.
6. Attached hereto as "Exhibit A" to this declaration is a true and correct exemplar wage statement issued to the non-exempt employees who worked in California during the period April 6, 2019 to August 7, 2020.
7. On August 3, 2020, Stamoules Produce changed its wage statement to include only the last

four digits of an employee's social security number. Attached hereto as "Exhibit B" is a true and correct copy of the corrected wage statement.

Dated: April 20, 2021

By:

A handwritten signature in black ink, appearing to be 'E. Stefanopoulos', written over a horizontal line.

Elena Stefanopoulos

{9794/002/01227037.DOCX}

1

DECLARATION OF ELENA STEFANOPOULOS

EXHIBIT “A”

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: DANIEL ALVAREZ
Id: 624407 SSN: 616-62-4407 Crew: C-8
ARN: EIN: 941417941

Check: 52915
Ck Dt: 06/26/2020
From: 06/14/2020 Thru: 06/20/2020

52915

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
06/16/2020	OVERTIME	1.00		20.25			20.25
06/16/2020	REGULAR	9.00		13.50			121.50
Totals:						.00	141.75

		Vac Hrs Avail: .000		Sick Hrs Avail: .333		Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	10.00	141.75	.00	.00	8.79	2.06	.00	1.42	.00	129.48
YTD:	10.00	141.75	.00	.00	8.79	2.06	.00	1.42		

Stamoules Produce Co., Inc.
STAMOULES PRODUCE CO.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: DANIEL ALVAREZ
Id: 624407 SSN: 616-62-4407 Crew: C-8
ARN: EIN: 941417941

Check: 52915
Ck Dt: 06/26/2020
From: 06/14/2020 Thru: 06/20/2020

52915

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
06/16/2020	OVERTIME	1.00		20.25			20.25
06/16/2020	REGULAR	9.00		13.50			121.50
Totals:						.00	141.75

		Vac Hrs Avail: .000		Sick Hrs Avail: .333		Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	10.00	141.75	.00	.00	8.79	2.06	.00	1.42	.00	129.48
YTD:	10.00	141.75	.00	.00	8.79	2.06	.00	1.42		

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES SECURE PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM

STAMOULES PRODUCE CO.

904 S. LYON AVE.
MENDOTA, CA 93640-9735
(559) 655-4581

UNCOM
CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230
90-4288/1210

52915

Pay One Hundred Twenty-Nine Dollars and 48 Cents

DATE 06/26/2020 CHECK NO 52915 CHECK AMOUNT 129.48

TO DANIEL ALVAREZ
THE
ORDER CA
OF

PAYROLL ACCOUNT

[Signature]



052915 1210428820 8348707772

EXHIBIT “B”

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: MARIA OCHOA
Id: 310879 SSN: - -
ARN:
Crew: M15
EIN: 941417941

Check: 56790
Ck Dt: 08/14/2020
From: 08/02/2020 Thru: 08/08/2020

56790

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
08/06/2020	REGULAR	8.50		13.50			114.75
Totals:						.00	114.75

Hrs Wrkd	Vac Hrs Avail:	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	8.50	114.75	.00	.00	7.11	1.66	.00	1.15	.00	104.83
YTD:	53.50	722.25	.00	30.47	44.78	10.47	1.85	7.23		

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: MARIA OCHOA
Id: 310879 SSN: - -
ARN:
Crew: M15
EIN: 941417941

Check: 56790
Ck Dt: 08/14/2020
From: 08/02/2020 Thru: 08/08/2020

56790

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
08/06/2020	REGULAR	8.50		13.50			114.75
Totals:						.00	114.75

Hrs Wrkd	Vac Hrs Avail:	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	8.50	114.75	.00	.00	7.11	1.66	.00	1.15	.00	104.83
YTD:	53.50	722.25	.00	30.47	44.78	10.47	1.85	7.23		

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES

SECURITY

PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM.

STAMOULES PRODUCE CO.
904 S LYON AVE
MENDOTA, CA 93640-9735
(559) 655-4581

WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230
90-4288/1210

VOID

VOID

VOID

Pay One Hundred Four Dollars and 83 Cents

DATE 08/14/2020

CHECK NO. 56790

CHECK AMOUNT 104.83

TO THE ORDER OF MARIA OCHOA

PAYROLL ACCOUNT

[Signature]

56790

UNCOM & CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

VERY SENSITIVE
COLOR FADES WITH HEAT

056790 121042882 8348707772

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: ANGEL D. ZUNIGA
Id: 103489 SSN: ***-**-3489
ARN: A095481387

Crew: M-4
EIN: 941417941

Check: 60481
CK Dt: 09/25/2020
From: 09/13/2020 Thru: 09/19/2020

60481

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
09/16/2020	REGULAR	27.00		13.50			364.50
Totals:						.00	364.50

Hrs Wrkd	Vac Hrs Avail:	Gross	Other Pay	Sick Hrs Avail:	Fed W/H	Soc Sec	Medi	Other Hrs Avail:	St W/H	St/Local	Other Ded	Net Pay
Period:	27.00	364.50	.00	.00	.00	22.60	5.28	.00	.00	3.65	.00	332.97
YTD:	80.00	1,100.25	.00	.00	.00	68.22	15.95	.00	.00	11.01		

Stamoules Produce Co., Inc.
STAMOULES PRODUCE CO.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: ANGEL D. ZUNIGA
Id: 103489 SSN: ***-**-3489
ARN: A095481387

Crew: M-4
EIN: 941417941

Check: 60481
CK Dt: 09/25/2020
From: 09/13/2020 Thru: 09/19/2020

60481

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
09/16/2020	REGULAR	27.00		13.50			364.50
Totals:						.00	364.50

Hrs Wrkd	Vac Hrs Avail:	Gross	Other Pay	Sick Hrs Avail:	Fed W/H	Soc Sec	Medi	Other Hrs Avail:	St W/H	St/Local	Other Ded	Net Pay
Period:	27.00	364.50	.00	.00	.00	22.60	5.28	.00	.00	3.65	.00	332.97
YTD:	80.00	1,100.25	.00	.00	.00	68.22	15.95	.00	.00	11.01		

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES

SECURE

PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM

STAMOULES PRODUCE CO.

904 S LYON AVE
MENDOTA, CA 93640-9735
(559) 655-4581

UNCOM
CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230

90-4288/1210

60481

Pay Three Hundred Thirty-Two Dollars and 97 Cents

DATE 09/25/2020 CHECK NO. 60481 CHECK AMOUNT 332.97

TO
THE
ORDER
OF
ANGEL D. ZUNIGA
5375 SAN DIEGO AVE
MENDOTA CA 93640

PAYROLL ACCOUNT

[Signature]



060481 121042882 8348707772

60712

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
09/19/2020	OVERTIME	2.50		20.25			50.63
Totals:						.00	50.63

		Vac Hrs Avail: .000		Sick Hrs Avail: 7.116		Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	2.50	50.63	.00	.00	3.14	.74	.00	.51	.00	46.24
YTD:	478.50	7,090.89	.00	38.74	439.64	102.82	.00	70.93		

60712

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
09/19/2020	OVERTIME	2.50		20.25			50.63
Totals:						.00	50.63

		Vac Hrs Avail: .000		Sick Hrs Avail: 7.116		Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	2.50	50.63	.00	.00	3.14	.74	.00	.51	.00	46.24
YTD:	478.50	7,090.89	.00	38.74	439.64	102.82	.00	70.93		

(559) 655-4581

~~Pay Forty-Six Dollars and 24 Cents~~

TO: ORLANDO MENDOZA
THE: P.O. BOX 1531
ORDER: MENDOTA CA 93640
OF:

90-4288/1210

UNCOM 2
CHECK SOLUTIONS
SECURITY ★ DELIVERY ★ VALUE

DATE	CHECK NO.	CHECK AMOUNT
09/25/2020	60712	46.24

PAYROLL ACCOUNT



11 0607 1 211 1: 1 2 1 04 288 21: 8348 70777 211

Check: 63336
Ck Dt: 12/18/2020
From: 12/06/2020 Thru: 12/12/2020

[illegible]

		Vac Hrs Avail: .000		Sick Hrs Avail: .000		Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,155.68	.00	100.00	71.66	16.75	50.00	11.56	29.75	875.96
YTD:	.00	48,898.80	.00	4,200.00	3,031.73	709.03	2,100.00	489.10		

Check: 63367
Ck Dt: 12/23/2020
From: 12/13/2020 Thru: 12/19/2020

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
12/19/2020	SALARY						1,155.68
12/19/2020	HEALTH INSUR					29.75	
Totals:						29.75	1,155.68

		Vac Hrs Avail:	.000	Sick Hrs Avail:	.000	Other Hrs Avail:	.000		
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded
Period:	.00	1,155.68	.00	100.00	71.65	16.76	50.00	11.56	29.75
YTD:	.00	50,054.48	.00	4,300.00	3,103.38	725.79	2,150.00	500.66	875.96

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: ANIBAL ESCALANTE-AYALA
Id: 742036 SSN: ***-**-2036 Crew: BBB
ARN: A072172302 EIN: 941417941

Check: 63849
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63849

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	OVERTIME	14.00		21.00			294.00
04/10/2021	REGULAR	40.00		14.00			560.00
Totals:						.00	854.00

		Vac Hrs Avail: .000		Sick Hrs Avail: 24.000		Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	54.00	854.00	.00	.00	52.95	12.38	.00	10.25	.00	778.42
YTD:	526.00	8,253.00	.00	.00	511.69	119.67	.00	99.05		

Stamoules Produce Co., Inc.
STAMOULES PRODUCE CO.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: ANIBAL ESCALANTE-AYALA
Id: 742036 SSN: ***-**-2036 Crew: BBB
ARN: A072172302 EIN: 941417941

Check: 63849
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63849

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	OVERTIME	14.00		21.00			294.00
04/10/2021	REGULAR	40.00		14.00			560.00
Totals:						.00	854.00

		Vac Hrs Avail: .000		Sick Hrs Avail: 24.000		Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	54.00	854.00	.00	.00	52.95	12.38	.00	10.25	.00	778.42
YTD:	526.00	8,253.00	.00	.00	511.69	119.67	.00	99.05		

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES

SECURE

PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM

STAMOULES PRODUCE CO.
904 S. LYON AVE
MENDOTA, CA 93640-9735
(559) 658-4581

UNCOM
CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230
90-4288/1210

63849

Pay Seven Hundred Seventy-Eight Dollars and 42 Cents

DATE: 04/16/2021 CHECK NO.: 63849 CHECK AMOUNT: 778.42

TO THE ORDER OF: ANIBAL ESCALANTE-AYALA
P.O. BOX 1067
MENDOTA CA 93640

PAYROLL ACCOUNT

VOID

VOID

VOID

VOID

VOID

HEAT SENSITIVE
COLOR FADES WITH HEAT

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: ALMICAR MEMBRENO
Id: 941018 SSN: ***-**-1018 Crew: BBB
ARN: A094134468 EIN: 941417941

Check: 63850
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/09/2021	OVERTIME	5.00		21.00			105.00
04/09/2021	REGULAR	40.00		14.00			560.00
04/10/2021	ADVANCE					100.00	
Totals:						100.00	665.00

	Vac Hrs Avail: .000		Sick Hrs Avail: 24.000			Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	45.00	665.00	.00	.00	41.23	9.64	.00	7.98	100.00	506.15
YTD:	664.25	9,840.25	.00	.00	610.10	142.68	.00	118.08		

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: ALMICAR MEMBRENO
Id: 941018 SSN: ***-**-1018 Crew: BBB
ARN: A094134468 EIN: 941417941

Check: 63850
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/09/2021	OVERTIME	5.00		21.00			105.00
04/09/2021	REGULAR	40.00		14.00			560.00
04/10/2021	ADVANCE					100.00	
Totals:						100.00	665.00

		Vac Hrs Avail: .000		Sick Hrs Avail: 24.000		Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	45.00	665.00	.00	.00	41.23	9.64	.00	7.98	100.00	506.15
YTD:	664.25	9,840.25	.00	.00	610.10	142.68	.00	118.08		

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES

SECURE

PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM

STAMOULES PRODUCE CO.
904 S. LYON AVE
MENDOTA, CA 93640-9735
(559) 656-4581

WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230
90-4288/1210

VOID

VOID

VOID

63850

Pay Five Hundred Six Dollars and 15 Cents

DATE 04/16/2021 CHECK NO. 63850 CHECK AMOUNT 506.15

TO THE ORDER OF ALMICAR MEMBRENO
260 PUCHEU ST
MENDOTA CA 93640

PAYROLL ACCOUNT

UNCOM CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

HEAT SENSITIVE
COLOR FADES WITH HEAT

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: ROBERT J. AGUILAR
Id: 319359 SSN: ***-**-9359 Crew: OFFICE
ARN: EIN: 941417941

Check: 63854
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63854

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,120.00
Totals:						.00	1,120.00

		Vac Hrs Avail: .000		Sick Hrs Avail: .000		Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,120.00	.00	78.75	69.44	16.24	14.55	13.44	.00	927.58
YTD:	.00	16,800.00	.00	1,181.25	1,041.60	243.60	218.25	201.60		

Stamoules Produce Co., Inc.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: ROBERT J. AGUILAR
Id: 319359 SSN: ***-**-9359 Crew: OFFICE
ARN: EIN: 941417941

Check: 63854
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63854

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,120.00
Totals:						.00	1,120.00

		Vac Hrs Avail: .000	Sick Hrs Avail: .000			Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,120.00	.00	78.75	69.44	16.24	14.55	13.44	.00	927.58
YTD:	.00	16,800.00	.00	1,181.25	1,041.60	243.60	218.25	201.60		

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES

SECURE

PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM.

STAMOULES PRODUCE CO.
904 S. LYON AVE
MENDOTA, CA 93640-9735
(559) 655-4581

WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230
90-4288/1210

UNCOM
CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

VOID
VOID
VOID

63854

Pay Nine Hundred Twenty-Seven Dollars and 58 Cents

DATE 04/16/2021 CHECK NO. 63854 CHECK AMOUNT 927.58

TO THE ORDER OF ROBERT J. AGUILAR
981 P ST
FIREBAUGH CA 93622

PAYROLL ACCOUNT

HEAT SENSITIVE
COLOR FADES WITH HEAT

063854 121042882 8348707772

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: GUSTAVO C CASTILLO
Id: 973262 SSN: ***-**-3262 Crew: BBB
ARN: USCITIZEN EIN: 941417941

Check: 63856
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63856

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,009.62
Totals:						.00	1,009.62

Hrs Wrkd	Vac Hrs Avail:	Gross	Other Pay	Sick Hrs Avail:	Fed W/H	Soc Sec	Medi	Other Hrs Avail:	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,009.62	.00	24.000	75.42	62.60	14.64	.000	16.21	12.12	.00	828.63
YTD:	.00	15,144.30	.00		1,131.30	938.95	219.59		243.15	181.80		

Stamoules Produce Co., Inc.
STAMOULES PRODUCE CO.
Mendota CA 93640
PRODUCTS OF USA

Employee: GUSTAVO C CASTILLO
Id: 973262 SSN: ***-**-3262 Crew: BBB
ARN: USCITIZEN EIN: 941417941

Check: 63856
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63856

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,009.62
Totals:						.00	1,009.62

Hrs Wrkd	Vac Hrs Avail:	Gross	Other Pay	Sick Hrs Avail:	Fed W/H	Soc Sec	Medi	Other Hrs Avail:	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,009.62	.00	24.000	75.42	62.60	14.64	.000	16.21	12.12	.00	828.63
YTD:	.00	15,144.30	.00		1,131.30	938.95	219.59		243.15	181.80		

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES SECURE PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM.

STAMOULES PRODUCE CO.
904 S. LYON AVE
MENDOTA, CA 93640-9735
(559) 655-4581

WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230
90-4288/1210

UNCOM
CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

63856

Pay Eight Hundred Twenty-Eight Dollars and 63 Cents

DATE 04/16/2021 CHECK NO. 63856 CHECK AMOUNT 828.63

TO THE ORDER OF GUSTAVO C CASTILLO
553 BURGUNDY ST.
KERMAN CA 93630

PAYROLL ACCOUNT



063856 121042882 8348707772

63857

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,442.31
04/10/2021	HEALTH INSUR					28.18	
Totals:						28.18	1,442.31

		Vac Hrs Avail: .000		Sick Hrs Avail: .000		Other Hrs Avail: .000			
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded
Period:	.00	1,442.31	.00	232.00	89.42	20.91	50.00	17.31	28.18
YTD:	.00	21,634.65	.00	3,480.00	1,341.35	313.70	750.00	259.65	1,004.49

63857

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,442.31
04/10/2021	HEALTH INSUR					28.18	
Totals:						28.18	1,442.31

		Vac Hrs Avail:	.000	Sick Hrs Avail:	.000	Other Hrs Avail:	.000		
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded
Period:	.00	1,442.31	.00	232.00	89.42	20.91	50.00	17.31	28.18
YTD:	.00	21,634.65	.00	3,480.00	1,341.35	313.70	750.00	259.65	



HEAT SENSITIVE
COLOR FADES WITH HEAT

11 063857 11 15 210428821 8348707772 11

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: DEMETRIOS KARABINIS
Id: 124533 SSN: ***-**-4533 Crew: OFFICE
ARN: US CITIZEN EIN: 941417941

Check: 63858
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63858

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,750.00
04/10/2021	HEALTH INSUR					383.26	
Totals:						383.26	1,750.00

	Hrs Wrkd	Vac Hrs Avail:	Gross	Other Pay	Sick Hrs Avail:	Fed W/H	Soc Sec	Medi	Other Hrs Avail:	St W/H	St/Local	Other Ded	Net Pay
Period:	.00		1,750.00	.00		154.35	108.50	25.38		48.60	21.00	383.26	1,008.91
YTD:	.00		26,250.00	.00		2,315.25	1,627.50	380.63		729.00	315.00		

Stamoules Produce Co., Inc.
Stamoules Produce Co.
Mendota CA 93640
PRODUCTS OF USA

Employee: DEMETRIOS KARABINIS
Id: 124533 SSN: ***-**-4533 Crew: OFFICE
ARN: US CITIZEN EIN: 941417941

Check: 63858
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63858

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,750.00
04/10/2021	HEALTH INSUR					383.26	
Totals:						383.26	1,750.00

	Hrs Wrkd	Vac Hrs Avail:	Gross	Other Pay	Sick Hrs Avail:	Fed W/H	Soc Sec	Medi	Other Hrs Avail:	St W/H	St/Local	Other Ded	Net Pay
Period:	.00		1,750.00	.00		154.35	108.50	25.38		48.60	21.00	383.26	1,008.91
YTD:	.00		26,250.00	.00		2,315.25	1,627.50	380.63		729.00	315.00		

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES SECURE PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM.

STAMOULES PRODUCE CO.
904 S. LYON AVE.
MENDOTA, CA 93640-9735
(559) 665-4581

UNCOM
CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230
90-4288/1210

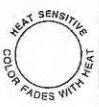
63858

Pay One Thousand Eight Dollars and 91 Cents

DATE 04/16/2021 CHECK NO. 63858 CHECK AMOUNT 1,008.91

TO THE ORDER OF DEMETRIOS KARABINIS
1508 E. STERLING HILL WAY
FRESNO CA 93730

PAYROLL ACCOUNT



063858 121042882 8348707772

63859

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,442.32
04/10/2021	HEALTH INSUR					28.18	
Totals:						28.18	1,442.32

		Vac Hrs Avail: .000	Sick Hrs Avail: .000			Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,442.32	.00	218.84	89.43	20.91	77.76	17.31	28.18	989.89
YTD:	.00	21,634.80	.00	3,282.60	1,341.36	313.70	1,166.40	259.65		

Check: 63859
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,442.32
04/10/2021	HEALTH INSUR					28.18	
Totals:						28.18	1,442.32

		Vac Hrs Avail: .000		Sick Hrs Avail: .000		Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,442.32	.00	218.84	89.43	20.91	77.76	17.31	28.18	989.89
YTD:	.00	21,634.80	.00	3,282.60	1,341.36	313.70	1,166.40	259.65		

63859

Pay Nine Hundred Eighty-Nine Dollars and 89 Cents

DATE	CHECK NO.	CHECK AMOUNT
04/16/2021	63859	989.89

TO CHRISTOPHER P MAKREDES
THE 8833 N. WOODROW AVE
ORDER FRESNO CA 93720
OF

PAYROLL ACCOUNT

||063859|| 1:1210428821: 8348707772||

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: ARTEMIO OCHOA-SOTO
Id: 054875 SSN: ***-**-4875 Crew: OFFICE
ARN: EIN: 941417941

Check: 63860
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63860

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						961.54
04/10/2021	HEALTH INSUR					231.09	
Totals:						231.09	961.54

Hrs Wrkd	Vac Hrs Avail:	Gross	Other Pay	Sick Hrs Avail:	Fed W/H	Soc Sec	Medi	Other Hrs Avail:	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	961.54	.00	24.000	69.65	59.62	13.94	.000	14.10	11.54	231.09	561.60
YTD:	.00	13,461.56	.00		975.10	834.62	195.19		197.40	161.56		

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: ARTEMIO OCHOA-SOTO
Id: 054875 SSN: ***-**-4875 Crew: OFFICE
ARN: EIN: 941417941

Check: 63860
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63860

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						961.54
04/10/2021	HEALTH INSUR					231.09	
Totals:						231.09	961.54

Hrs Wrkd	Vac Hrs Avail:	Gross	Other Pay	Sick Hrs Avail:	Fed W/H	Soc Sec	Medi	Other Hrs Avail:	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	961.54	.00	24.000	69.65	59.62	13.94	.000	14.10	11.54	231.09	561.60
YTD:	.00	13,461.56	.00		975.10	834.62	195.19		197.40	161.56		

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES

SECURE

PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM.

STAMOULES PRODUCE CO.
904 S. LYON AVE.
MENDOTA, CA 93640-9736
(559) 655-4581

WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230
90-4288/1210

UNCOM
CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

63860

Pay Five Hundred Sixty-One Dollars and 60 Cents

DATE 04/16/2021 CHECK NO. 63860 CHECK AMOUNT 561.60

TO THE ORDER OF ARTEMIO OCHOA-SOTO
37500 W BELMONT
FIREBAUGH CA 93622

PAYROLL ACCOUNT



063860 1210428821 8348707772

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: IGNACIO ALEXANDER OROSCO
Id: 607934 SSN: ***-**-7934 Crew: OFFICE
ARN: EIN:941417941

Check: 63861
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63861

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						850.00
Totals:						.00	850.00

		Vac Hrs Avail: .000		Sick Hrs Avail: .000		Other Hrs Avail: .000			
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded
Period:	.00	850.00	.00	120.00	52.70	12.33	50.00	10.20	.00
YTD:	.00	12,750.00	.00	1,800.00	790.50	184.88	750.00	153.00	

Stamoules Produce Co., Inc.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: IGNACIO ALEXANDER OROSCO
Id: 607934 SSN: ***-**-7934 Crew: OFFICE
ARN: EIN: 941417941

Check: 63861
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63861

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						850.00
Totals:						.00	850.00

		Vac Hrs Avail:	.000	Sick Hrs Avail:	.000	Other Hrs Avail:	.000		
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded
Period:	.00	850.00	.00	120.00	52.70	12.33	50.00	10.20	.00
YTD:	.00	12,750.00	.00	1,800.00	790.50	184.88	750.00	153.00	604.77

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES

SECURE

PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM

STAMOULES PRODUCE CO.

904 S. LYON AVE
MENDOTA, CA 93640-9735
(559) 655-4581

VOID
WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230

90-4288/1210

UNCOM
CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

Pay Six Hundred Four Dollars and 77 Cents

DATE 04/16/2021 CHECK NO. 63861 CHECK AMOUNT 604.77

PAYROLL ACCOUNT

TO THE ORDER OF
IGNACIO ALEXANDER OROSCO
516 WEST TWAIN AVENUE
CLOVIS CA 93612



063861 11 11210428821 834870777211

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: JOSE J. PENA
Id: 052968 SSN: ***-**-2968
ARN: A092162538
Crew: OFFICE
EIN: 941417941

Check: 63862
CK Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63862

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,153.86
04/10/2021	HEALTH INSUR					163.45	
Totals:						163.45	1,153.86

Hrs Wrkd	Vac Hrs Avail:	Gross	Other Pay	Sick Hrs Avail:	Fed W/H	Soc Sec	Medi	Other Hrs Avail:	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,153.86	.00	40.00	71.54	16.73	40.00	13.85	163.45			808.29
YTD:	.00	17,307.90	.00	600.00	1,073.09	250.96	600.00	207.75				

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: JOSE J. PENA
Id: 052968 SSN: ***-**-2968
ARN: A092162538
Crew: OFFICE
EIN: 941417941

Check: 63862
CK Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63862

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,153.86
04/10/2021	HEALTH INSUR					163.45	
Totals:						163.45	1,153.86

Hrs Wrkd	Vac Hrs Avail:	Gross	Other Pay	Sick Hrs Avail:	Fed W/H	Soc Sec	Medi	Other Hrs Avail:	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,153.86	.00	40.00	71.54	16.73	40.00	13.85	163.45			808.29
YTD:	.00	17,307.90	.00	600.00	1,073.09	250.96	600.00	207.75				

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES

SECURE

PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM.

STAMOULES PRODUCE CO.
904 S. LYON AVE.
MENDOTA, CA 93640-9735
(559) 685-4581

WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230
90-4288/1210

UNCOM
CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

63862

Pay Eight Hundred Eight Dollars and 29 Cents

DATE 04/16/2021 CHECK NO. 63862 CHECK AMOUNT 808.29

TO THE ORDER OF JOSE J. PENA
430 S PARK AVE
Kerman CA 93630

PAYROLL ACCOUNT

VOID VOID VOID

HEAT SENSITIVE
COLOR FADES WITH HEAT

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: MAGDALENA PENA
Id: 491682 SSN: ***-**-1682
ARN:
Crew: OFFICE
EIN: 941417941

Check: 63863
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63863

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						961.54
04/10/2021	HEALTH INSUR					28.18	
Totals:						28.18	961.54

Hrs Wrkd	Vac Hrs Avail: .000	Gross	Other Pay	Sick Hrs Avail: .000	Fed W/H	Soc Sec	Medi	Other Hrs Avail: .000	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	961.54	.00		94.88	59.61	13.94		30.01	11.54	28.18	723.38
YTD:	.00	14,423.10	.00		1,423.20	894.23	209.13		450.15	173.10		

Stamoules Produce Co., Inc.
STAMOULES PRODUCE CO.
Mendota CA 93640
PRODUCTS OF USA

Employee: MAGDALENA PENA
Id: 491682 SSN: ***-**-1682
ARN:
Crew: OFFICE
EIN: 941417941

Check: 63863
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63863

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						961.54
04/10/2021	HEALTH INSUR					28.18	
Totals:						28.18	961.54

Hrs Wrkd	Vac Hrs Avail: .000	Gross	Other Pay	Sick Hrs Avail: .000	Fed W/H	Soc Sec	Medi	Other Hrs Avail: .000	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	961.54	.00		94.88	59.61	13.94		30.01	11.54	28.18	723.38
YTD:	.00	14,423.10	.00		1,423.20	894.23	209.13		450.15	173.10		

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES. SECURE. PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM.

STAMOULES PRODUCE CO.

804 S LYON AVE
MENDOTA, CA 93640-9735
(559) 655-4581

UNCOM
CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

VOID
WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230

90-4288/1210

63863

Pay Seven Hundred Twenty-Three Dollars and 38 Cents

DATE 04/16/2021 CHECK NO. 63863 CHECK AMOUNT 723.38

TO
THE
ORDER
OF
MAGDALENA PENA
430 S PARK AVE
KERNAN CA 93630

PAYROLL ACCOUNT



063863 121042882 8348707772

63864

[illegible]

		Vac Hrs Avail: .000		Sick Hrs Avail: .000		Other Hrs Avail: .000			
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded
Period:	.00	1,155.68	.00	100.00	71.65	16.76	50.00	13.87	28.18
YTD:	.00	17,335.20	.00	1,500.00	1,074.78	251.36	750.00	208.05	875.22

Check: 63864
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,155.68
04/10/2021	HEALTH INSUR					28.18	
Totals:						28.18	1,155.68

		Vac Hrs Avail: .000		Sick Hrs Avail: .000			Other Hrs Avail: .000			
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,155.68	.00	100.00	71.65	16.76	50.00	13.87	28.18	875.22
YTD:	.00	17,335.20	.00	1,500.00	1,074.78	251.36	750.00	208.05		

63864

Pay Eight Hundred Seventy-Five Dollars and 22 Cents

DATE
04/16/2021

CHECK NO.
63864

CHECK AMOUNT
875.22

TO ALMA VIRIDIANA RAMIREZ
THE 628 GARCIA ST
ORDER MENDOTA CA 93640
OF

PAYROLL ACCOUNT



||063864|| 1:1210428821: 8348707772||

63865

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,057.69
Totals:						.00	1,057.69

		Vac Hrs Avail: .000		Sick Hrs Avail: .000		Other Hrs Avail: .000			
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded
Period:	.00	1,057.69	.00	81.19	65.58	15.34	18.33	12.69	.00
YTD:	.00	15,865.35	.00	1,217.85	983.65	230.05	274.95	190.35	864.56

63865

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,057.69
Totals:						.00	1,057.69

		Vac Hrs Avail:	.000	Sick Hrs Avail:	.000	Other Hrs Avail:	.000			
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,057.69	.00	81.19	65.58	15.34	18.33	12.69	.00	864.56
YTD:	.00	15,865.35	.00	1,217.85	983.65	230.05	274.95	190.35		

STAMOULES PRODUCE CO

904 S. LYON AVE
MENDOTA, CA 93640-9735
(559) 655-4581

WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230

90-4288/1210

Pay Eight Hundred Sixty-Four Dollars and 56 Cents

DATE	CHECK NO.	CHECK AMOUNT
04/16/2021	63865	864.56

TO ANA MARIA SANCHEZ
THE 7230 NORTH BELVEDERE
ORDER FRESNO CA 93722
OF

PAYROLL ACCOUNT

1106386511 121210428821 834870777211

STAMOULES PRODUCE CO.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: SANTIAGO SANCHEZ-CHAVEZ
Id: 122363 SSN: ***-**-2363 Crew: OFFICE
ARN: EIN: 941417941

Check: 63866
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63866

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,153.85
Totals:						.00	1,153.85

Hrs Wrkd	Vac Hrs Avail: .000	Gross	Other Pay	Sick Hrs Avail: .000	Fed W/H	Soc Sec	Medi	Other Hrs Avail: .000	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,153.85	.00	92.73	71.54	16.73	22.56	13.85	.00			936.44
YTD:	.00	17,307.75	.00	1,390.95	1,073.08	250.96	338.40	207.75				

Stamoules Produce Co., Inc.
Stamoules Produce Co., Inc.
904 South Lyon Avenue
Mendota CA 93640
PRODUCTS OF USA

Employee: SANTIAGO SANCHEZ-CHAVEZ
Id: 122363 SSN: ***-**-2363 Crew: OFFICE
ARN: EIN: 941417941

Check: 63866
Ck Dt: 04/16/2021
From: 04/04/2021 Thru: 04/10/2021

63866

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,153.85
Totals:						.00	1,153.85

Hrs Wrkd	Vac Hrs Avail: .000	Gross	Other Pay	Sick Hrs Avail: .000	Fed W/H	Soc Sec	Medi	Other Hrs Avail: .000	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,153.85	.00	92.73	71.54	16.73	22.56	13.85	.00			936.44
YTD:	.00	17,307.75	.00	1,390.95	1,073.08	250.96	338.40	207.75				

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES

SECURE

PAPER CONTAINS TONER ADHESION PROTECTION, AND A METALLIC HOLOGRAM

STAMOULES PRODUCE CO.

904 S. LYON AVE
MENDOTA, CA 93640-9735
(559) 655-4581

UNCOM
CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

WELLS FARGO BANK, N.A.
200 WEST 7TH ST.
HANFORD, CA 93230

90-4288/1210

63866

Pay Nine Hundred Thirty-Six Dollars and 44 Cents

DATE 04/16/2021 CHECK NO. 63866 CHECK AMOUNT 936.44

TO THE ORDER OF SANTIAGO SANCHEZ-CHAVEZ
7230 NORTH BELVEDERE
FRESNO CA 93722

PAYROLL ACCOUNT



0063866 1210428821 8348707772

63867

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,120.00
04/10/2021	HEALTH INSUR					28.18	
Totals:						28.18	1,120.00

		Vac Hrs Avail: .000		Sick Hrs Avail: .000		Other Hrs Avail: .000				
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,120.00	.00	111.54	69.44	16.24	40.91	13.44	28.18	840.25
YTD:	.00	16,800.00	.00	1,673.10	1,041.60	243.60	613.65	201.60		

63867

Date	Type	Hours	Pieces	Rate	Prem Rate	Deductions	Earnings
04/10/2021	SALARY						1,120.00
04/10/2021	HEALTH INSUR					28.18	
Totals:						28.18	1,120.00

		Vac Hrs Avail: .000		Sick Hrs Avail: .000			Other Hrs Avail: .000			
	Hrs Wrkd	Gross	Other Pay	Fed W/H	Soc Sec	Medi	St W/H	St/Local	Other Ded	Net Pay
Period:	.00	1,120.00	.00	111.54	69.44	16.24	40.91	13.44	28.18	840.25
YTD:	.00	16,800.00	.00	1,673.10	1,041.60	243.60	613.65	201.60		

63867

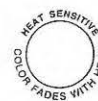
Pay Eight Hundred Forty Dollars and 25 Cents

UNCOM
CHECK SOLUTIONS
SECURITY * DELIVERY * VALUE

DATE	CHECK NO.	CHECK AMOUNT
04/16/2021	63867	840.25

TO FERNANDO VALADEZ
THE 614 DE LA CRUZ ST
ORDER MENDOTA CA 93640
OF

PAYROLL ACCOUNT



1106386711 1:1210428821: 834870777211

EXHIBIT 4

1 **HAINES LAW GROUP, APC**

2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 Fletcher W. Schmidt (SBN 286462)
5 fschmidt@haineslawgroup.com
6 Matthew K. Moen (SBN 305956)
7 mmoen@haineslawgroup.com
8 2155 Campus Drive, Suite 180
9 El Segundo, California 90245
10 Tel: (424) 292-2350
11 Fax: (424) 292-2355
12 *Attorneys for Plaintiff*

8 **WANGER JONES HELSLEY PC**

8 Michael S. Helsley (SBN 199103)
9 mhelsley@wjhattorneys.com
10 Giulio A. Sanchez (SBN 317329)
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12 265 E. River Park Circle, Suite 310
13 Fresno, California 93720
14 Tel: (559) 233-4800
15 Fax: (559) 233-9330
16 *Attorneys for Defendant*

17
18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF FRESNO**

20 JUAN MELENDREZ, as an individual and on
21 behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 S. STAMOULES, INC., a California
25 Corporation; and DOES 1 through 100,

26 Defendants.

CASE NO. 20CECG02103

*[Case assigned to the Hon. Rosemary
McGuire, Dept. 502]*

27 **JOINT STIPULATION TO SUBMIT**
28 **CASE TO ARBITRATION**

Action Filed: July 20, 2020

Trial Date: None Set

1 **TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 Plaintiff Juan Melendrez (“Plaintiff”) and Defendant S. Stamoules, Inc. (“Defendant”)
4 (collectively, the “Parties”) respectfully submit the following Joint Stipulation to Submit Case
5 to Arbitration:

6 WHEREAS, Plaintiff was authorized to commence the above-entitled Private Attorneys
7 General Act (“PAGA”) matter on behalf of the State of California by virtue of the State’s failure
8 to respond to Plaintiff’s July 20, 2020 notice to the Labor and Workforce Development Agency.
9 *See* Labor Code § 2699.3.;

10 WHEREAS, on May 3, 2021, the Parties attended mediation of this matter with mediator
11 Jeffrey A. Ross, Esq. and reached a tentative resolution of the entire action in principle, subject
12 to the negotiation, drafting and execution of a long-form settlement agreement;

13 WHEREAS, in consideration for the limited judicial resources of the Court system and
14 the additional strain and backlog caused by the COVID-19 pandemic, the Parties have agreed to
15 submit the entire action to the jurisdiction of an arbitrator, and have mutually agreed to the
16 appointment of the Hon. Peter D. Lichtman (Ret.) as arbitrator for purposes of settlement
17 approval and overseeing the notice process;

18 WHEREAS, the Federal Arbitration Act establishes a liberal policy in favor of
19 arbitration, notwithstanding any state substantive or procedural policies to the contrary, and
20 “parties are generally free to structure their arbitration agreements as they see fit.” *See Cronus*
21 *Investments, Inc. v. Concierge Services* (2005) 35 Cal.4th 376, 384-85;

22 WHEREAS, the Federal Arbitration Act requires courts to enforce agreements to
23 arbitrate according to their terms. *See Epic Systems Corp. v. Lewis* (2018) 138.S.Ct. 1612, 1621
24 (“Indeed, we have often observed that the Arbitration Act requires courts rigorously to enforce
25 arbitration agreements according to their terms, including terms that specify *with whom* the
26 parties choose to arbitrate their disputes and *the rules* under which that arbitration will be
27 conducted.”) (*italics in original; internal quotations omitted*);

1 WHEREAS, a plaintiff authorized by the State of California to commence a PAGA
2 matter may thereafter agree to submit the matter to arbitration. *See Julian v. Glenair, Inc.* (2017)
3 17 Cal.App.5th 853, 870; *Herrera v. Doctors Medical Center of Modesto, Inc.* (2021) 67
4 Cal.App.5th 538, FN 3;

5 WHEREAS, the Parties will request dismissal of this action without prejudice so that the
6 matter may proceed in arbitration;

7 WHEREAS, the Parties have entered into a tolling agreement to toll all applicable
8 statutes of limitations upon dismissal.

9 NOW THEREFORE, IT IS HEREBY STIPULATED by and between Plaintiff and
10 Defendant, that this matter will be submitted to arbitration, under the jurisdiction of the Hon.
11 Peter D. Lichtman (Ret.) for purposes of seeking settlement approval and overseeing the notice
12 process. The arbitrator will issue a written decision as to both preliminary and final approval,
13 and if the settlement receives final approval, the Parties will file a petition to confirm the
14 arbitrator's award in Superior Court pursuant to Code of Civil Procedure § 1285.

15 **IT IS SO STIPULATED.**

16 Dated: September 8, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

17
18
19 By:


Paul K. Haines
Fletcher W. Schmidt
Attorneys for Plaintiff

20
21
22 Dated: September 8, 2021

WANGER JONES HELSLEY PC

23
24 By:

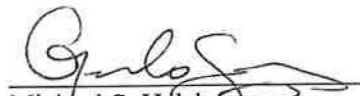

Michael S. Helsley
Giulio A. Sanchez
Attorneys for Defendant

EXHIBIT 5

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

October 6, 2021

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Melendrez v. S. Stamoules, Inc.*, LWDA Case No. LWDA-CM-799261-20

To Whom It May Concern:

Please be advised that the parties in the above-referenced case, which is currently pending in Fresno County Superior Court before the Honorable Judge Rosemary McGuire, Case No. 20CECG02103, have reached a tentative global settlement of Plaintiff Juan Melendrez's class and PAGA claims. The parties are currently in the process of preparing formal settlement documents, which will be submitted to the LWDA to review in compliance with Labor Code § 2699(1)(2).

Additionally, in an effort to conserve limited judicial resources, the parties have stipulated to submit the matter to the jurisdiction of an arbitrator for purposes of seeking approval of the settlement, and have agreed to the appointment of the Hon. Peter D. Lichtman (Ret.) as arbitrator. A copy of the parties' executed stipulation to this effect is attached hereto as **Exhibit A**.

The Honorable Judge McGuire has requested that Plaintiff provide notice to the LWDA of the parties' intention to proceed in arbitration, and has scheduled a Status Conference for January 6, 2022. In the event that no objection is raised by the LWDA within 65 days of the date of this notice, Judge McGuire intends to stay the civil action and will permit the parties to proceed with seeking settlement approval in arbitration, following which the parties will return to Superior Court to have the arbitrator's decision confirmed pursuant to C.C.P. § 1285.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

cc: S. Stamoules, Inc. (via certified mail)

EXHIBIT A

1 **HAINES LAW GROUP, APC**

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11 Fax: (424) 292-2355
12 *Attorneys for Plaintiff*

8 **WANGER JONES HELSLEY PC**

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16 *Attorneys for Defendant*

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21 behalf of all others similarly situated,

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23 vs.

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25 Corporation; and DOES 1 through 100,

26 Defendants.

CASE NO. 20CECG02103

*[Case assigned to the Hon. Rosemary
McGuire, Dept. 502]*

27 **JOINT STIPULATION TO SUBMIT**
28 **CASE TO ARBITRATION**

Action Filed: July 20, 2020

Trial Date: None Set

1 **TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 Plaintiff Juan Melendrez (“Plaintiff”) and Defendant S. Stamoules, Inc. (“Defendant”)
4 (collectively, the “Parties”) respectfully submit the following Joint Stipulation to Submit Case
5 to Arbitration:

6 WHEREAS, Plaintiff was authorized to commence the above-entitled Private Attorneys
7 General Act (“PAGA”) matter on behalf of the State of California by virtue of the State’s failure
8 to respond to Plaintiff’s July 20, 2020 notice to the Labor and Workforce Development Agency.
9 *See* Labor Code § 2699.3.;

10 WHEREAS, on May 3, 2021, the Parties attended mediation of this matter with mediator
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27 conducted.”) (italics in original; internal quotations omitted);
28

1 WHEREAS, a plaintiff authorized by the State of California to commence a PAGA
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3 17 Cal.App.5th 853, 870; *Herrera v. Doctors Medical Center of Modesto, Inc.* (2021) 67
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9 NOW THEREFORE, IT IS HEREBY STIPULATED by and between Plaintiff and
10 Defendant, that this matter will be submitted to arbitration, under the jurisdiction of the Hon.
11 Peter D. Lichtman (Ret.) for purposes of seeking settlement approval and overseeing the notice
12 process. The arbitrator will issue a written decision as to both preliminary and final approval,
13 and if the settlement receives final approval, the Parties will file a petition to confirm the
14 arbitrator's award in Superior Court pursuant to Code of Civil Procedure § 1285.

15 **IT IS SO STIPULATED.**

16 Dated: September 8, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

17
18
19 By:



Paul K. Haines
Fletcher W. Schmidt
Attorneys for Plaintiff

20
21
22 Dated: September 8, 2021

WANGER JONES HELSLEY PC

23
24 By:



Michael S. Helsley
Giulio A. Sanchez
Attorneys for Defendant

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 10/07/2021

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8352 5705 29

Our records indicate that this item was accepted by the USPS at:

USPS IN POSSESSION OF ITEM EL SEGUNDO, CA 90245 10/06/2021

ORIGINAL INTENDED RECIPIENT:

S STAMOULES INC

C/O: ROBERT JONES

STE 100

2660 W SHAW LN

FRESNO CA 93711-2773

JR

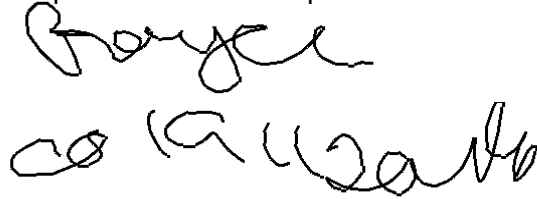
Mailer: Haines Law Group

Date Produced: 10/11/2021

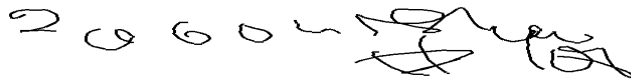
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8352 5705 29. Our records indicate that this item was delivered on 10/08/2021 at 11:36 a.m. in FRESNO, CA 93711. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

S STAMOULES INC
C/O: ROBERT JONES
STE 100
2660 W SHAW LN
FRESNO CA 93711-2773

Customer Reference Number: C2982191.17208330

Return Reference Number JR

EXHIBIT 6

1 **HAINES LAW GROUP, APC**
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4 Fletcher W. Schmidt (SBN 286462)
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22 *Attorneys for Defendant*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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22 Defendants.

CASE NO. 20CECG02103

[Case assigned to the Hon. Rosemary
McGuire, Dept. 502]

**[PROPOSED] ORDER STAYING CASE
AND SUBMITTING SETTLEMENT
APPROVAL TO ARBITRATION**

Received via e-File
~~E-FILED~~
1/6/2022 9:06 AM
Superior Court of California
County of Fresno
By: C.B. Rudder, Deputy

FILED

JAN - 6 2022

FRESNO COUNTY SUPERIOR COURT
By _____ DEPT. 502

1 Having reviewed Plaintiff Juan Melendrez and Defendant S. Stamoules, Inc.'s
2 (collectively, the "Parties") Joint Stipulation to Submit Case to Arbitration and the Parties' Joint
3 Report Regarding Notice to California Labor Workforce Development Agency, both filed in the
4 above-entitled matter, and good cause appearing therefore, **IT IS ORDERED** as follows:

- 5 1. The Parties' joint request to submit the above-entitled action to the jurisdiction of an
6 arbitrator for purposes of seeking settlement approval and overseeing the settlement
7 process is hereby GRANTED.
- 8 2. The above-entitled action is hereby stayed to allow the parties to submit the above-
9 entitled action to an arbitrator for purposes of seeking settlement approval and overseeing
10 the notice process, and to allow for such approval and notice process to take place.
- 11 3. The arbitration status conference currently set for January 6, 2022, at 3:28 p.m. in
12 Department 502 of the above-entitled Court is hereby continued to July 7, 2022,
13 2022 at 3:28 in Department 502 of the above-entitled Court.

14
15
16 Dated: 1/6/22

Rosemary Mc Guire

JUDGE OF THE FRESNO COUNTY
SUPERIOR COURT