

1 **MODIFICATION TO CLASS ACTION AND PAGA SETTLEMENT**

2 **AGREEMENT AND CLASS NOTICE**

3 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
4 plaintiff Javier Reyes (“Plaintiff”) and defendant S. Stamoules, Inc. DBA Stamoules Produce
5 Company, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as
6 “Parties,” or individually as “Party.” Pursuant to Paragraph 10.8 of this Agreement, the Parties,
7 through their representatives, hereby modify Section 3.22 of the Agreement and Exhibit A (the Notice)
8 to the Agreement as follows:

9 Section 3.2.2 shall be modified to provide for Class Counsel to request reimbursement of a
10 Litigation Expenses Payment of up to Ninety Thousand Dollars (\$90,000):

11 3.2.2 To Class Counsel: A Class Counsel Fees Payment of up to One Million Four Hundred
12 Thousand Dollars (\$1,400,000.00), which is 40% of the Gross Settlement Amount, and a
13 Class Counsel Litigation Expenses Payment of up to Ninety Thousand Dollars (\$90,000) for
14 Class Counsel’s actual reasonable litigation costs incurred, not including the Arbitrator’s
15 costs. Defendant will not oppose requests for these payments provided that they do not exceed
16 these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees
17 Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to
18 the Final Approval Hearing. If the Court or Arbitrator approves a Class Counsel Fees Payment
19 and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the
20 Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties
shall have no liability to Class Counsel or any other Plaintiff’s counsel arising from any claim
to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel
Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies
Defendant, from any dispute or controversy regarding any division or sharing of any of these
payments

21 Exhibit A to the Settlement Agreement, the Notice to the class, shall be modified to provide
22 notice of Class Counsel’s request for reimbursement of a Litigation Expenses Payment of up to Ninety
23 Thousand Dollars (\$90,000). The Revised Class Notice in Exhibit A is attached hereto.

24 SIGNATURES ON NEXT PAGE
25
26
27
28

1 Dated: August 28, 2026

MOSS BOLLINGER, LLP

2
3 By: 

4 Dennis F. Moss, Esq.
5 Jeremy F. Bollinger, Esq.
6 Attorneys for Plaintiff Javier Reyes

7 Dated: August 28, 2026

WAGNER JONES HELSLEY PC

8
9 By: 

10 Michell S. Helsley, Esq.
11 Giulio Sanchez, Esq.
12 Attorneys for Defendant S. Stamoules, Inc. dba
13 Stamoules Produce Company, Inc.
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EXHIBIT

A

[Modified Class Notice]

1
2 **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND**
3 **HEARING DATE FOR FINAL APPROVAL**

4 *Javier Reyes et al. v. S. Stamoules, Inc. DBA Stamoules Produce Company, Inc., a California*
5 *Corporation et al.*, Fresno County Superior Court Case No. 21CECG00557
6

7 ***The Arbitrator Appointed by the Superior Court for the State of California authorized this Notice.***

8 ***Read it carefully!***

9 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***
10

11 **You may be eligible to receive money** from an employee class action lawsuit (“Action”)
12 against S. Stamoules, Inc. DBA Stamoules Produce Company, Inc. (“Stamoules” or “Defendant”) for
13 alleged wage and hour violations. The Action was filed by a former Stamoules employee, Javier Reyes
14 (“Reyes” or “Plaintiff”), and seeks (1) payment of penalties, break violation premium pay and other
15 relief for members of a class of all employees who worked as hourly paid employees for Stamoules at
16 any time during the period February 25, 2017 through April 6, 2026, whose work in hourly paid
17 positions is reflected in the records Stamoules provided during the course of the Action (the “Break
18 and Off the Clock Class Members”), and a Class of Stamoules employees who experienced seasonal
19 layoffs from broccoli, corn, cantaloupe (melon), honeydew, BBB and/or Trailers Crews during the
20 period February 25, 2018 through April 6, 2026, as either an hourly Crew Member or Salaried Crew
21 Member (Layoff Class Members); and (2) penalties under the California Private Attorneys General
22 Act (“PAGA”) for the State of California and all Class Members who were employed in California at
23 any time during the PAGA Period (February 2, 2020 through April 6, 2026) (“PAGA Group” or
24 “PAGA Members”).

25 The proposed Settlement has two main parts: (1) a Class Settlement requiring Stamoules to
26 fund Individual Class Payments, and (2) a PAGA Settlement requiring Stamoules to fund Individual
27 PAGA Payments and pay penalties to the California Labor and Workforce Development Agency
28

1 (“LWDA”). Pursuant to stipulation, the Court ordered the Settlement approval process to arbitration
2 before the Honorable Patrick O’Hara (ret.).

3 Based on Stamoules’ records and the Parties’ current assumptions, your **Individual Class**
4 **Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is**
5 **estimated to be \$_____.** The actual amount you may receive may be different depending on a number
6 of factors. (If no amount is stated for your Individual PAGA Payment, then according to Stamoules’
7 records you are not eligible for an Individual PAGA Payment under the Settlement because you did
8 not work during the PAGA Period.)

9 The above estimates are based on Stamoules’ records showing:

10 A. You worked _____ workweeks as a non-exempt hourly paid employee of Stamoules
11 during the Class Period, **February 25, 2017-April 6, 2026;**

12 B. You worked _____ workweeks as a non-exempt hourly paid employee of Stamoules
13 during the period **February 25, 2020-April 6, 2026**

14 C. You experienced [#] seasonal layoffs from broccoli, corn, cantaloupe (melon),
15 honeydew, BBB and/or Trailers Crews during the period **February 25, 2018-April 6,**
16 **2026 as either an hourly Crew Member or Salaried Crew Member.**

17 A seasonal “layoff” occurs when you and the majority of the seasonal crew you were
18 working with were let go during the season on the same day without a return to work during the
19 next pay period. If your employment during a season ended before your crew was laid off, your
20 separation from employment during that season is not considered a “layoff” for purposes of this
21 settlement. If you believe that you worked more workweeks or experienced more seasonal layoffs
22 than set forth above, you can submit a challenge by the deadline date (as defined below). See Section 4
23 of this Notice.

24 The Arbitrator has already preliminarily approved the proposed Settlement and approved this
25 Notice. The Arbitrator has not yet decided whether to grant final approval. Your legal rights are
26 affected whether or not you act. Read this Notice carefully. You will be deemed to have carefully read
27 and understood it. At the Final Approval Hearing, the Arbitrator will decide whether to finally approve
28 the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys

1 (“Class Counsel”). If and when the arbitrator decides that final approval shall be granted, the Court
2 will be asked to enter a judgment that requires Stamoules to make payments under the Settlement and
3 requires Class Members and the PAGA Group to give up their rights to assert certain claims against
4 the Released Parties (as defined below).

5 If you worked as a Class Member during the Class Period, you have two basic options under
6 the Settlement:

7 (1) **Do Nothing.** You don’t have to do anything to participate in the proposed
8 Settlement and be eligible for an Individual Class Payment. If you do nothing, and
9 the Arbitrator approves the Settlement, as a Verified Settlement Class Member,
10 though, you will give up your right to assert the Released Class Claims (as defined
11 below) and the Released PAGA Claims (as defined below) against the Released
12 Parties.

13 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
14 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise
15 notifying the Administrator in writing. If you opt-out of the Settlement, you will
16 not receive an Individual Class Payment. You will, however, preserve your right to
17 personally pursue certain wage claims against Stamoules, and, if you are a PAGA
18 Member, you will remain eligible for an Individual PAGA Payment. You cannot
19 opt-out of the PAGA portion of the proposed Settlement.

20 (3) Stamoules will not retaliate against you for any actions you take with respect to
21 the proposed Settlement.

22 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

23 You Don’t Have to Do 24 Anything to Participate 25 in the Settlement	26 If you do nothing, you will be a Verified Settlement Class Member and 27 eligible for an Individual Class Payment and an Individual PAGA 28 Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and the Released PAGA Claims against the Released Parties.
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You Can Opt-out of the Class Settlement The Opt-out Deadline is <u> </u>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will not be a Class Member and you will no longer be eligible for an Individual Class Payment. Class Members who opt out cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Stamoules must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue the Released PAGA Claims against the Released Parties.
Class Members Can Object to the Class Settlement. Written Objections Must be Submitted by <u> </u>	All Class Members who do not opt-out can object to any aspect of the proposed Class Settlement. The Arbitrator's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class Members. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Class Members. <i>See</i> Section 7 of this Notice.
You Can Participate in the <u> </u> Final Approval Hearing	The Arbitrator's Final Approval Hearing is scheduled to take place on <u> </u>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Arbitrator's virtual appearance platform. Class Members who do not opt out can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <u> </u>	The amount of your Individual Class Payment and Individual PAGA Payment depends on how many workweeks you worked as a Class Member during the Class Period, how many pay periods you worked as a PAGA Member during the PAGA Period, and the number of layoffs you experienced as a Layoff Class Member. The number of your eligible workweeks, and eligible layoffs you experienced, is stated on the first page of this Notice. If you disagree with any of these numbers, you must challenge it by <u> </u>. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

The Plaintiff Javier Reyes is a former Stamoules employee who worked in a “Trailers” crew. The Action accuses Stamoules of violating California labor laws by, among other things, not paying seasonal employees immediately when they are laid off, failing, at times, to provide timely ½ hour meal periods, and having employees perform work, at times, for which they did not receive wages. For Trailers Crew members, it was also alleged that they did not consistently receive required rest breaks, and were not reimbursed for necessary expenses. Plaintiff is represented by Dennis F. Moss and Jeremy Bollinger of Moss Bollinger LLP (“Class Counsel”).

Defendant strongly denies violating any laws or failing to pay any wages as alleged in the Action and contends it complied with all applicable laws at all times.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Arbitrator has made no determination whether Defendant or Plaintiff is correct on the merits.

By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that ends the case by agreement rather than continuing the expensive and time-consuming process of litigation (although the Agreement is subject to the Arbitrator’s Final Approval). Both sides agree the proposed Settlement is a compromise of disputed

1 claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any
2 claims.

3 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
4 believe that: (1) Stamoules has agreed to pay a fair, reasonable and adequate amount considering the
5 strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in
6 the best interests of the Class Members and the PAGA Group. The Arbitrator preliminarily approved
7 the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a
8 hearing to determine Final Approval.

9 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED**
10 **SETTLEMENT?**

11 1. Stamoules Will Pay Three Million Five Hundred Thousand Dollars and Zero Cents
12 (\$3,500,000) as the Gross Settlement Amount (“Gross Settlement”). Stamoules has agreed to deposit
13 the Gross Settlement into an account controlled by the Administrator of the Settlement. The
14 Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA
15 Payments, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
16 Litigation Expenses Payment, the LWDA PAGA Payment, and the Administration Expenses Payment.
17 The Judgment will be final 60 days after the date the Court enters Judgment, or a later date if Class
18 Members object to the proposed Settlement or the Judgment is appealed.

19 2. Arbitrator Approved Deductions from Gross Settlement. At the Final Approval
20 Hearing, Plaintiff and/or Class Counsel will ask the Arbitrator to approve the following deductions
21 from the Gross Settlement, the amounts of which will be decided by the Arbitrator at the Final
22 Approval Hearing:

23 A. Up to \$1,400,000 (40% of the Gross Settlement) to Class Counsel for attorneys’
24 fees plus reimbursement for their litigation expenses. To date, Class Counsel
25 have worked and incurred expenses on the Action without payment. Class
26 Counsel estimate their litigation expenses to be no more than \$90,000.

27 B. Up to \$20,000 as a Class Representative Service Payment, for filing the Action,
28 working with Class Counsel, and representing the Class. The Class

Representative Service Payment will be the only money Plaintiff will receive other than his Individual Class Payment and Individual PAGA Payment.

C. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Pay Periods.

D. Up to \$_____ to the Administrator for services administering the Settlement.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Arbitrator, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Class Members who do not opt-out based on their Workweeks in the class and the number of seasonal layoffs they experienced.

4. Taxes Owed on Payments to Verified Settlement Class Members and PAGA Members. Plaintiff and Defendant are asking the Arbitrator to approve an allocation of **25%** of each Individual Class Payment to taxable wages (“Wage Portion”) and **75%** to non-economic damages and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Stamoules will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether/how your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be distributed to the Mendota Community Center.

1 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
2 Settlement Class Member, participating fully in the Class Settlement, unless you notify the
3 Administrator in writing, not later than **[date 45 days after mailing]**, that you wish to opt-out. The
4 easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the
5 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her
6 representative setting forth a Class Member's name, present address, telephone number, and a simple
7 statement electing to be excluded from the Class Settlement. Excluded Class Members will not receive
8 Individual Class Payments but will preserve their rights to personally pursue certain wage and hour
9 claims against Stamoules.

10 7. You cannot opt-out of the PAGA portion of the Settlement. Class Members who
11 exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are
12 required to give up their right to assert the Released PAGA Claims against the Released Parties. The
13 Proposed Settlement Will be Void if the Arbitrator Denies Final Approval. It is possible the Arbitrator
14 will decline to grant Final Approval of the Settlement or the Court decline to enter a Judgment. It is
15 also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have
16 agreed that, in either case, the Settlement will be void: Stamoules will not pay any money and Class
17 Members will not release any claims against Defendant.

18
19 8. Administrator. The Arbitrator has appointed a neutral company, **Phoenix Settlement**
20 **Administrators** (the "Administrator") to send this Notice, calculate and make payments, and process
21 Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges
22 over Workweeks, and layoffs, mail and re-mail settlement checks and tax forms, and perform other
23 tasks necessary to administer the Settlement. The Administrator's contact information is contained in
24 Section 9 of this Notice.

25 9. Settlement Class Members' Release. After the Judgment is final and Stamoules has
26 fully funded the Gross Settlement and separately paid all employer payroll taxes, Settlement Class
27 Members who did not opt-out will be legally barred from asserting any of the Released Class Claims
28 or Released PAGA Claims. This means that unless you opted out by validly excluding yourself from

1 the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the
2 Released Parties for any of the Released Class Claims or Released PAGA Claims. The “Released
3 Parties” means S. Stamoules, Inc. DBA Stamoules Produce Company, Inc.

4 The Class Members who do not opt out will be bound by the following release:

5 1.1. Each Class Member who does not timely exclude themselves from the
6 Settlement on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
8 shall release the Released Parties from the Released Class Claims (as defined
9 below). The “Released Class Claims” means any and all claims that were
10 asserted in any complaint in the Action and/or any and all claims that could
11 have been reasonably asserted in any complaint in the Action based on the facts
12 and/or allegations alleged in any complaint in the Action arising from their
13 employment and breaks in employment by Stamoules reflected in Stamoules’
14 Payroll Records “Payroll Printout 2/25/17-10/21/24 Stamoules,” and
15 “STAMOULES02009 2024-2025.” No PAGA Member may opt out of or be
16 excluded from participating in the settlement of the Released PAGA Claims.
17 All PAGA Members shall be bound by the Judgment and will have released the
18 Released Parties from the Released PAGA Claims if/when the Arbitrator or
19 Arbitrator grants Final Approval of this Settlement.

20 1.2. PAGA Members’ Release. Each PAGA Member, irrespective of whether he or
21 she opts out of the class portion of the Settlement, shall release the Released
22 Parties from the Released PAGA Claims (as defined below). The “Released
23 PAGA Claims” means any and all claims for civil penalties under California
24 Labor Code section 2698 et seq. (PAGA) that: were asserted in any complaint
25 in the Action and/or Plaintiffs’ letters and communications with the LWDA;
26 and/or any and all claims that could have been reasonably asserted in any
27 complaint in the Action or Plaintiffs’ letters and communications with the
28 LWDA based on any of the facts and/or allegations alleged in any complaint in

the Action and/or Plaintiffs' letters and communications with the LWDA. No
PAGA Member may opt out of or be excluded from participating in the
settlement of the Released PAGA Claims. All PAGA Members shall be bound
by the Judgment and will have released the Released Parties from the Released
PAGA Claims if/when the Arbitrator grants Final Approval of this Settlement.

1. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Net Settlement Amount will be allocated among Class
Members who do not opt out as follows:

A. 40% of the Net Settlement Amount will be allocated to the Layoff Class. Each
Layoff Class Member will receive a proportionate share of the 39% allocation
based on the number of applicable Layoffs he or she experienced during the period
February 25, 2018 through April 6, 2026.

B. 50% of the Net Settlement Amount will be allocated to the Meal and Off the Clock
Class based on the number of Workweeks worked during the period February 25,
2018 through April 6, 2026.

C. 9% of the Net Settlement Amount will be allocated to alleged wage statement
violations calculated as follows: Members of the Meal and Off the Clock Class will
receive a proportionate amount of the 9% allocation based on the number of
Workweeks they worked during the period of February 25, 2020 through April 6,
2026.

D. 1% of the Net Settlement Amount will be allocated to members of the Meal and Off
the Clock Class who worked as a Trailer Crew Member during the Class Period to
account for alleged claims in the Complaint applicable to Trailer Crews only, for
rest break violations and non-reimbursement of business expenses. They will
receive a proportionate amount of the 1% allocation based on the number of
Workweeks worked during the Class Period.

2. Workweek/Layoff Challenges. The number of Workweeks you worked during the Class Period and/or the PAGA Period, respectively, and the number of Layoffs you experienced, as recorded in Stamoules' records, are stated on the first page of this Notice. You have until the Response Deadline to challenge the numbers credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will calculate Workweeks and Layoffs based on Stamoules' Payroll Records. If you challenge the calculations, you should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

2. HOW WILL I GET PAID?

Class Members Who Do Not Opt-Out. The Administrator will send, by U.S. mail, a single check to every Class Member who does not opt out, including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Class Members Who Opt-out. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opted out of the Class.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

3. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Javier Reyes et al. v. S. Stamoules, Inc. DBA Stamoules Produce Company, Inc., a California Corporation et al*, Fresno Superior Court Case No. 21CECG00557, and include your identifying information (full name, address, telephone number, and approximate dates of

1 employment for verification purposes). You must make the request yourself. If someone else makes
2 the request for you, it will not be valid. **The Administrator must be sent your request to be excluded**
3 **by the Response Deadline, [date], or it will be invalid.** Section 9 of the Notice has the
4 Administrator's contact information.

5 **4. HOW DO I OBJECT TO THE SETTLEMENT?**

6 Only Class Members who do not opt out have the right to object to the Settlement.

7 A Class Member who did not opt out, who disagrees with any aspect of the Agreement, may
8 wish to object. **The deadline for sending written objections to the Administrator is the Response**
9 **Deadline, [date].** Be sure that your objection explains what you object to, why you object, and any
10 facts that support your objection. Make sure you identify the Action, *Javier Reyes et al. v. S.*
11 *Stamoules, Inc. DBA Stamoules Produce Company, Inc., a California Corporation et al., Fresno*
12 *County Superior Court Case No. 21CECG00557*, and include your name, current address, telephone
13 number, and approximate dates of employment for Stamoules and sign the objection. Section 9 of this
14 Notice has the Administrator's contact information.

15 A Class Member who did not opt out can also object (or personally retain a lawyer to object at
16 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to
17 tell the Arbitrator what you object to, why you object, and any facts that support your objection. See
18 Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

19 **5. CAN I ATTEND THE FINAL APPROVAL HEARING?**

20 You can, but don't have to, attend the Final Approval Hearing on _____ at
21 (time) at [address]. At the Hearing, the judge will decide whether to grant Final Approval of the
22 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the
23 Administrator. The Arbitrator will invite comment from objectors, Class Counsel and Defense
24 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or via
25 Zoom. Check the Administrator's website (see below) or contact Class Counsel for information on
26 how to log into the Zoom for the Final Approval Hearing.

1 It's possible the Arbitrator will reschedule the Final Approval Hearing. You should check the
2 Administrator's website [redacted] beforehand or contact Class
3 Counsel to verify the date and time of the Final Approval Hearing.

4 **6. HOW CAN I GET MORE INFORMATION?**

5 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the
6 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
7 documents is to go to the Administrator's website at (url) [redacted]. You can also call or send an
8 email to Class Counsel or the Administrator using the contact information listed below or consult the
9 Superior Court website by going to (https://[redacted]/) and entering the Case Number for the Action,
10 Case No. 21CECG00557.

11 **DO NOT CALL THE SUPERIOR COURT TO OBTAIN INFORMATION** 12 **ABOUT THE SETTLEMENT.**

13 Class Counsel:

14 Name of Attorney: Dennis F. Moss
15 Email Address: Dennis@mossbollinger.com
16 Name of Firm: Moss Bollinger LLP
17 Mailing Address: 15300 Ventura Blvd., Ste. 207, Sherman Oaks, California 91403
18 Telephone: (310) 982-2984

19 Settlement Administrator:

20 Name of Company: [redacted]
21 Email Address: [redacted]
22 Mailing Address: [redacted]
23 Telephone: [redacted]
24 Fax Number: [redacted]

25 **7. WHAT IF I LOSE MY SETTLEMENT CHECK?**

26 If you lose or misplace your settlement check before cashing it, the Administrator will replace
27 it as long as you request a replacement before the void date on the face of the original check. If your
28 check is already void, the monies will be distributed to [redacted]

29 **8. WHAT IF I CHANGE MY ADDRESS?**

30 To receive your check, you should immediately notify the Administrator if you move or
31 otherwise change your mailing address.