

1 **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” or “Reyes”) and Defendant S. Stamoules, Inc. DBA Stamoules  
5 Produce Company, Inc., a California Corporation (“Defendant” or “Stamoules”). The Agreement  
6 refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

7 **1. DEFINITIONS.**

8 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against  
9 Defendant captioned *Javier Reyes. v. S. Stamoules, Inc. DBA Stamoules Produce*  
10 *Company, Inc., a California Corporation et al.*, initiated on February 25, 2021, Fresno  
11 Superior Court Case No. 21CECG00557, that the parties have stipulated to submit to  
12 arbitration before the Hon. Patrick O’Hara (ret.) subject to Court approval of the  
13 stipulation.

14 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the  
15 Parties have agreed to appoint to administer the Settlement.

16 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid  
17 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in  
18 accordance with the Administrator’s “not to exceed” bid submitted to the Court or  
19 Arbitrator in connection with Preliminary Approval of the Settlement.

20 1.4. “Arbitrator” means the arbitrator mutually selected by the Parties, Hon. Patrick  
21 O’Hara (ret.).

22 1.5. “Classes”:

23 A. Layoff Class: “All seasonal employees of Defendant who are listed in Column  
24 I (Crew Id) of the Payroll Records of Defendant with the Crew Ids “B”, “H”,  
25 “M”, “Trailers”, “C” and “BBB” and who were laid off one or more times by  
26 Defendant during the period February 25, 2018 through April 6, 2026, and  
27 had no earnings during the pay period that followed the layoff. The Layoff  
28

1 Class expressly EXCLUDES: the 185 persons who opted out of participation  
2 in the Action after being mailed the Notice of Class Certification.

3 A “layoff,” as used in the description of the Layoff Class occurs when, during  
4 a harvesting season all or the majority of employees assigned to a particular H-  
5 Honeydew, C-Corn, M-Cantaloupe, B-Broccoli, or BBB crew for a season  
6 experience a break in service on the same day and have no earnings for work  
7 during the following pay period. Given the nature of “Trailer Crew”  
8 Assignments, Trailer Crew class members experienced “layoffs” in the time  
9 frames when the crop crews they are assigned to work with experienced layoffs  
10 and they had no earnings for work during the following pay period.

11 B. Meal and Off the Clock Class: All non-exempt hourly paid current and former  
12 seasonal employees of Defendant who worked for Defendant in California  
13 during the period February 25, 2017 through April 6, 2026. The Meal and Off  
14 the Clock Class expressly EXCLUDES: the 185 persons who opted out of  
15 participation in the action after being mailed the Notice of Class Certification.

16 1.6. “Class Counsel” means Dennis F. Moss, Jeremy F. Bollinger, and Ari E. Moss of Moss  
17 Bollinger LLP.

18 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”  
19 mean the amounts allocated to Class Counsel for reimbursement of reasonable  
20 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

21 1.8. “Class Data” means Class Member identifying information in Defendant’s possession  
22 including the Class Member’s name, last-known mailing address, telephone number (if  
23 any), Social Security number, and the following:

24 A. For non-exempt hourly paid employees in the Meal and Off The Clock Class,  
25 the number of applicable workweeks during the period February 25, 2017  
26 through April 6, 2026 as reflected in Payroll Records of Defendant.

1 B. For the Layoff Class members, the number of Layoffs each experienced during  
2 the period February 25, 2018, through April 6, 2026 as reflected in Payroll  
3 Records of Defendant.

4 1.9. "Class Member Address Search" means the Administrator's investigation and search  
5 for current Class Member mailing addresses using all reasonably available sources,  
6 methods and means including, but not limited to, the National Change of Address  
7 database, skip traces, and direct contact by the Administrator with Class Members.

8 1.10. "Class Notice (Settlement)" means the COURT APPROVED NOTICE OF CLASS  
9 ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT  
10 APPROVAL, to be mailed to Class Members and PAGA Members in the form, without  
11 material variation, attached as **Exhibit A** and incorporated by reference into this  
12 Agreement.

13 1.11. "Class Period" means the period from February 25, 2017, through April 6, 2026.

14 1.12. "Class Representative" means the named Plaintiff in the operative complaint in the  
15 Action seeking Court or Arbitrator approval to serve as a Class Representative.

16 1.13. "Class Representative Service Payment" means the amount the Court or Arbitrator  
17 authorizes to be paid to the Class Representative for initiating the Action and providing  
18 services in support of the Action, in addition to Plaintiff's Individual Class Payment,  
19 in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the  
20 Action and in return for executing a general release in favor of the Released Parties, as  
21 set forth herein.

22 1.14. "Court" means the Superior Court of California, County of Fresno.

23 1.15. "Defendant" means S. Stamoules, Inc. DBA Stamoules Produce Company, Inc.

24 1.16. "Defense Counsel" means Michael S. Helsley and Giulio A Sanchez of Wagner Jones  
25 Helsley PC.

26 1.17. "Effective Date" means the date on which the Court enters an Order granting Final  
27 Approval or, solely in the event that there are any objections to the settlement with the  
28 filing of an objection being a prerequisite to the filing of an appeal, the later of: (i) the

last date on which any appeal might be filed, or (ii) the successful resolution of any appeal(s), including expiration of any time to seek reconsideration or further review.

1.18. “Final Approval” or “Final Approval Order” means the Court’s or Arbitrator’s order granting final approval of the Settlement following the Final Approval Hearing.

1.19. “Final Approval Hearing” means the Court’s or Arbitrator’s hearing on the motion for Final Approval of the Settlement.

1.20. “Gross Settlement Amount” means Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraphs 3.1 and 4.3 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator’s Expenses.

1.21. “Individual Class Payment” means the Settlement Class Member’s share of the Net Settlement Amount calculated according to the formula in Paragraph 3.2.4.

1.22. “Individual PAGA Payment” means the PAGA Member’s share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.23. “Judgment” means the judgment entered by the Court or Arbitrator based upon the Final Approval.

1.24. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.25. “Net Settlement Amount” means the Gross Settlement Amount after the following deductions are made: (a) Administration Expenses Payment to the Administrator; (b) Class Representative Service Payment to Plaintiff; (c) Class Counsel Fee Payment to Class Counsel; (d) Class Counsel Litigation Expenses Payment to Class Counsel; (e) Individual PAGA Payments to PAGA Members; and (f) the LWDA PAGA Payment to the LWDA.

- 1.26. “PAGA Members” means Class Members employed by Defendant any time during the PAGA Period.
- 1.27. “PAGA Period” means February 2, 2020 through April 6, 2026.
- 1.28. “Payroll Records of Defendant” means records named “Payroll Printout 2/25/17-10/21/24 Stamoules,” and “STAMOULES 02009 2024-2025.”
- 1.29. “Plaintiff” means Javier Reyes, the named plaintiff in the Action.
- 1.30. “Preliminary Approval” means the Court’s or Arbitrator’s order granting Preliminary Approval of the Settlement.
- 1.31. “Preliminary Approval Order” means the Court’s or Arbitrator’s order granting Preliminary Approval of the Settlement and Approval of PAGA Settlement.
- 1.32. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.33. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.34. “Released Parties” means: S. Stamoules, Inc. DBA Stamoules Produce Company, Inc.
- 1.35. “Request for Exclusion” means a Class Member’s submission of a timely, written opt-out request to be excluded from the Settlement signed by the Class Member.
- 1.36. “Response Deadline” means forty-five (45) calendar days from the mailing of the Class Notice and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the class portion of the Settlement, or (b) fax, email, or mail objections to the class portion of the Settlement. The Response Deadline will be extended by fourteen (14) days for any Class Member whose Class Notice is remailed by the Administrator.
- 1.37. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.38. “Workweek” means any week during which a Class Member performed work for Defendant on at least one day during the Class Period.

1           **2.     RECITALS.**

2           2.1.    On February 25, 2021, Plaintiff Reyes commenced this Action by filing a  
3                   putative wage and hour class action against Defendant. On April 9, 2021, he  
4                   filed a First Amended Complaint adding a PAGA Cause of Action. The class  
5                   claims allege a failure to timely pay wages owing upon seasonal layoffs, unpaid  
6                   wages arising from off the clock work, meal break violations, wage statement  
7                   violations and on behalf of trailer drivers only, rest break violations and failure  
8                   to reimburse for business expenses. Following Class Certification of a discrete  
9                   class in 2025, a Second Amended Complaint was filed. Defendant denies the  
10                  allegations in the Complaints, denies any failure to comply with the laws  
11                  identified in the Complaints, and denies any and all liability for the causes of  
12                  action alleged.

13           2.2.    Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written  
14                  notice to Defendant and the LWDA by sending the PAGA Notice.

15           2.3.    The Court granted class certification on September 10, 2025, for a Layoff Class  
16                  arising from the claim that seasonal workers were not timely paid upon layoff.

17           2.4.    The Parties participated in two private mediations, one in 2022 presided over  
18                  by mediator Tripper Ortman, and one presided over by Justice Stephen Kane  
19                  (ret.) held in 2026. The Parties ultimately reached this Agreement to settle this  
20                  Action with the assistance of Justice Kane following the second mediation.

21           2.5.    The Parties, Class Counsel and Defense Counsel represent that they are not  
22                  aware of any other pending matter or action asserting claims that will be  
23                  extinguished or affected by the Settlement.

24           **3.     MONETARY TERMS.**

25           3.1.    Gross Settlement Amount. Except as provided by Paragraph 4.3 below,  
26                  Defendant promises to pay Three Million Five Hundred Thousand Dollars and  
27                  Zero Cents (\$3,500,000) as the Gross Settlement Amount. In no event shall  
28                  Defendant be liable for the payment of any amounts exceeding the Gross

Settlement Amount with the exception of the employer's share of payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative Javier Reyes of not more than Twenty Thousand Dollars (\$20,000.00) (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Settlement Class Member and any Individual PAGA Payment he is entitled to receive). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of up to One Million Four Hundred Thousand Dollars (\$1,400,000.00), which is 40% of the

Gross Settlement Amount, and a Class Counsel Litigation Expenses Payment of up to Eighty Thousand Dollars (\$80,000) for Class Counsel's actual reasonable litigation costs incurred, not including the Arbitrator's costs. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court or Arbitrator approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the 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.

3.2.3. To the Administrator: An Administration Expenses Payment. Class Counsel will request a quote for settlement administration from Phoenix Settlement Administrators, the Administrator mutually selected by the parties.

3.2.4. To Each Class Member who does not opt out: An Individual Class Payment calculated as follows:

1 3.2.4.1. The Net Settlement Amount will be allocated among Class  
2 Members who do not opt of participation in the Settlement as  
3 follows:

4 A. 40% of the Net Settlement Amount will be allocated to the  
5 Layoff Class. Each Layoff Class Member will receive a  
6 proportionate share of the 40% allocated based on the  
7 number of applicable Layoffs experienced per the Payroll  
8 Records of Defendant.

9 B. 50% of the Net Settlement Amount will be allocated to the  
10 Meal and Off the Clock Class based on the number of  
11 workweeks worked per the Payroll Records of Defendant  
12 during Class Period in a non-exempt hourly position.

13 C. 1% of the Net Settlement Amount will be allocated to Trailer  
14 Crew Members based on the number of work weeks they  
15 worked in that capacity during the Class Period to account  
16 for alleged claims for rest break violations and non-  
17 reimbursement of business expenses. They will receive a  
18 proportionate amount of the 1% allocation based on the  
19 number of Workweeks, per the Payroll Records of  
20 Defendant, they worked during the Class Period in Trailer  
21 Crews.

22 D. Wage Statement Claim Allocation: 9% of the Net Settlement  
23 Amount will be allocated to members of the Meal and Off  
24 the Clock Class who worked any workweeks per the Payroll  
25 Records of Defendant during the period February 25, 2020-  
26 April 6, 2026 in that classification.

1 3.2.4.2. Tax Allocation of Individual Class Payments. Twenty-five  
2 percent (25%) of each Settlement Class Member's Individual  
3 Class Payment will be allocated to settlement of wage claims  
4 ("Wage Portion"). The Wage Portions are subject to tax  
5 withholding and will be reported on an IRS W2 Form.  
6 Seventy-five percent (75%) of each Class Member's Individual  
7 Class Payment will be allocated to settlement of claims for  
8 interest and penalties (the "Non-Wage Portion"). The Non-  
9 Wage Portions are not subject to wage withholdings and will  
10 be reported on IRS 1099 Forms. Verified Settlement Class  
11 Members assume full responsibility and liability for any taxes  
12 owed on their Individual Class Payment

13 3.2.4.3. Effect on Class Members who exclude themselves from the  
14 Settlement. Class Members who opt out will not receive any  
15 Individual Class Payments. The Administrator will retain  
16 amounts equal to their Individual Class Payments in the Net  
17 Settlement Amount for distribution pursuant to the distribution  
18 formula applicable to Class Members who do not opt out.

19 3.2.5. To the LWDA and PAGA Group: PAGA Penalties in the amount of One  
20 Hundred Thousand Dollars (\$100,000) to be paid from the Gross  
21 Settlement Amount, with 65% (\$65,000) allocated to the LWDA PAGA  
22 Payment and 35% (\$35,000) allocated to the Individual PAGA  
23 Payments.

24 3.2.5.1. The Administrator will calculate each Individual PAGA  
25 Payment by (a) dividing the amount of the PAGA Members'  
26 35% share of PAGA Penalties (\$35,000) by the total number of  
27 PAGA Pay Periods worked by all PAGA Members during the  
28 PAGA Period and (b) multiplying the result by each PAGA

Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

**4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. [Intentionally left blank.]

4.2. Class Data. Not later than fourteen (14) calendar days after the Court or Arbitrator grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in an Excel format. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Within twenty-one (21) days following the occurrence of the Effective Date of the Settlement as defined above, Defendant shall transfer the Gross Settlement Amount into a Qualified Settlement Account established by the Administrator. The Administrator will also inform Defendant of the amount to be sent to the Qualified Settlement

1 Account to cover the employer's portion of payroll taxes associated with the  
2 Wage Portion of the Individual Class Payments. Thereafter, the Administrator  
3 shall distribute the funds as soon as is practical in accordance with the terms of  
4 this Settlement Agreement and as ordered by the Court or the Arbitrator. No  
5 funds will be payable by Defendant prior to that time.

6 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) calendar days  
7 after the Effective Date, the Administrator shall mail the Individual Class  
8 Payments to Class Members, the Individual PAGA Payments to the PAGA  
9 Members, and the LWDA PAGA Payment to the LWDA. Within twenty (20)  
10 calendar days after the Effective Date, the Administrator shall mail the Court-  
11 or Arbitrator-approved Class Counsel Fees Payment, the Class Counsel  
12 Litigation Expenses Payment, and the Class Representative Service Payment to  
13 Class Counsel and Plaintiff.

14 4.4.1. The Administrator will issue checks for the Individual Class Payments  
15 and/or Individual PAGA Payments and send them Class Members via  
16 First Class U.S. Mail, postage prepaid. The face of each check shall  
17 prominently state the date (not less than 180 days after the date of  
18 mailing) when the check will be voided. The Administrator will cancel  
19 all checks not cashed by the void date. The Administrator will send  
20 checks for Individual Class Payments to all Settlement Class Members  
21 (including those for whom Class Notice (Settlement) was returned  
22 undelivered). The Administrator will send checks for Individual PAGA  
23 Payments to all PAGA Members including Class Members who qualify  
24 as PAGA Members (including those for whom Class Notice  
25 (Settlement) was returned undelivered). The Administrator may send  
26 Class Members a single check combining the Individual Class Payment  
27 and the Individual PAGA Payment. Before mailing any checks, the  
28

1 Administrator must update the recipients' mailing addresses using the  
2 National Change of Address Database.

3 4.4.2. The Administrator must conduct a Class Member Address Search for all  
4 Class Members and/or PAGA Members whose checks are returned  
5 undelivered without USPS forwarding address. Within five (5) calendar  
6 days of receiving a returned check, the Administrator must re-mail  
7 checks to the USPS forwarding address provided or to an address  
8 ascertained through the Class Member Address Search. The  
9 Administrator need not take further steps to deliver checks to Class  
10 Members and/or PAGA Members whose re-mailed checks are returned  
11 as undelivered. The Administrator shall promptly send a replacement  
12 check to any Class Member and/or PAGA Member whose original  
13 check was lost or misplaced if requested by the Class Member and/or  
14 PAGA Member prior to the void date.

15 4.4.3. For any Class Member and/or PAGA Member whose Individual Class  
16 Payment and/or Individual PAGA Payment check is uncashed and  
17 cancelled after the void date, the amount of those checks will be  
18 distributed pursuant to California Code of Civil Procedure § 384 with  
19 100% of the amount being distributed to the Mendota Community  
20 Center (the "Cy Pres Recipient"). The Parties, Class Counsel and  
21 Defense Counsel represent that they have no interest or relationship,  
22 financial or otherwise, with the intended Cy Pres Recipient.  
23 Participating Class Members who do not cash their Individual Class  
24 Payment checks remain bound to the terms of this Agreement.

25 4.4.4. The payment of Individual Class Payments and/or Individual PAGA  
26 Payments shall not obligate Defendant to confer any additional benefits  
27 or make any additional payments to Class Members (such as 401(k)  
28 contributions or bonuses) beyond those specified in this Agreement.

- 1           **5.     RELEASES OF CLAIMS:** Effective on the date when Defendant fully funds the  
2           entire Gross Settlement Amount and funds all employer payroll taxes owed on the  
3           Wage Portion of the Individual Class Payments, Plaintiff, Class Members, PAGA  
4           Members, and Class Counsel will release claims against all Released Parties as follows:
- 5           5.1.   Plaintiff's General Release. Plaintiff and his respective former and present  
6           spouses, representatives, agents, attorneys, heirs, administrators, successors,  
7           and assigns, release and discharge the Released Parties from any and all  
8           demands, damages, debts, liabilities, actions, causes of action and claims of  
9           every kind and nature whatsoever, whether now known or unknown, suspected  
10          or unsuspected, contingent or non-contingent, whether or not concealed or  
11          hidden, that were, or reasonably could have been, alleged, arising or accruing  
12          at any time prior to and/or on the date Plaintiff signs this Agreement, which  
13          now exist, or heretofore have existed, upon any theory of law or equity,  
14          including, without limitation, all claims under the Fair Employment and  
15          Housing Act, Americans with Disabilities Act, Age Discrimination in  
16          Employment Act, and Title VII of the Civil Rights Act of 1964. Plaintiff is  
17          deemed by operation of the Final Approval Order to have agreed not to sue or  
18          otherwise make a claim against any of the Released Parties for any claim arising  
19          or accruing at any time prior to and/or on the date Plaintiff signs this Agreement  
20          (collectively, "Plaintiff's Release"). Plaintiff's Release does not extend to any  
21          claims or actions to enforce this Agreement, or to any claims for vested benefits,  
22          unemployment benefits, disability benefits, social security benefits, or workers'  
23          compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts  
24          or law different from, or in addition to, the facts or law that Plaintiff now know  
25          or believe to be true but agree, nonetheless, that Plaintiff's Release shall be and  
26          remain effective in all respects, notwithstanding such different or additional  
27          facts or Plaintiff's discovery of them.
- 28

1 5.1.1. Plaintiff acknowledges that he has had the opportunity to review, and  
2 has reviewed, California Civil Code section 1542, which provides:

3 A GENERAL RELEASE DOES NOT EXTEND TO  
4 CLAIMS WHICH THE CREDITOR OR RELEASING  
5 PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN  
6 HIS OR HER FAVOR AT THE TIME OF EXECUTING  
7 THE RELEASE, AND THAT, IF KNOWN BY HIM OR  
8 HER, WOULD HAVE MATERIALLY AFFECTED HIS  
9 OR HER SETTLEMENT WITH THE DEBTOR OR  
10 RELEASED PARTY.

11 Being fully informed of this provision of the Civil Code and  
12 understanding its provisions, Plaintiff agrees to waive any rights under  
13 that section (or any statute or common law principle of similar effect),  
14 and acknowledges that the Agreement and the release contained herein  
15 extends to all claims that they have or might have against the Released  
16 Parties, including those which are presently unknown to them.

17 5.2. Release by Class Members who do not timely exclude themselves from the  
18 Settlement: Each Class Member who does not timely exclude themselves from  
19 the Settlement on behalf of themselves and their respective former and present  
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns,  
21 shall release the Released Parties from the Released Class Claims (as defined  
22 below). The “Released Class Claims” means any and all claims that were  
23 asserted in any complaint in the Action; and/or any and all claims that could  
24 have been reasonably asserted in any complaint in the Action based on the facts  
25 and/or allegations alleged in any complaint in the Action arising from their  
26 employment and breaks in employment by Stamoules reflected in Payroll  
27 Records of Defendant. No PAGA Member may opt out of or be excluded from  
28 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 Court or Arbitrator grants  
Final Approval of this Settlement.

1                   5.3     PAGA Release by “Aggrieved Employees”

2                   “Aggrieved Employees” , as the term “Aggrieved Employees” is defined in the  
3 PAGA, whether current or former employees of Stamoules, release for the PAGA Period any  
4 and all claims that were asserted in any PAGA Cause of Action in any complaint in the  
5 Action; and/or any and all claims that could have been reasonably asserted in any PAGA  
6 Cause of Action in any complaint in the Action based on the facts and/or allegations alleged  
7 in any PAGA Cause of Action in any complaint in the Action arising from their employment  
8 and breaks in employment by Stamoules.

9                   6.     **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file  
10 a motion for preliminary approval (“Motion for Preliminary Approval”).

11                  6.1.   Defendant’s Declaration in Support of Preliminary Approval. Within ten (10)  
12 days of the full execution of this Agreement, Defendant will prepare and deliver  
13 to Class Counsel a signed Declaration from Defendant and Defense Counsel  
14 disclosing all facts relevant to any actual or potential conflicts of interest with  
15 the Administrator and the proposed Cy Pres recipient. In their Declarations,  
16 Defense Counsel and Defendant shall aver that they are not aware of any other  
17 pending matter or action asserting claims that will be extinguished or adversely  
18 affected by the Settlement.

19                  6.2.   Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense  
20 Counsel all documents necessary for obtaining Preliminary Approval,  
21 including: (i) drafts of the notices, and memorandum in support, of the Motion  
22 for Preliminary Approval that includes an analysis of the Settlement under  
23 *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor  
24 Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting  
25 Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed  
26 Class Notice; (iv) a signed declaration from the Administrator attaching its “not  
27 to exceed” bid for administering the Settlement and attesting to its willingness  
28 to serve; competency; operative procedures for protecting the security of Class

1 Data; amounts of insurance coverage for any data breach, defalcation of funds  
2 or other misfeasance; all facts relevant to any actual or potential conflicts of  
3 interest with Class Members and/or the proposed Cy Pres Recipient; and the  
4 nature and extent of any financial relationship with Plaintiff, Class Counsel or  
5 Defense Counsel; (v) signed declaration from Plaintiff confirming their  
6 willingness and competency to serve and disclosing all facts relevant to any  
7 actual or potential conflicts of interest with Class Members, the Administrator,  
8 and/or the proposed Cy Pres Recipient; (vi) a signed declaration from Class  
9 Counsel attesting to their competency to represent the Class Members and its  
10 timely transmission to the LWDA of all necessary PAGA documents (PAGA  
11 Notice (Lab. Code, § 2699.3, subd. (a)), operative Complaint (Lab. Code, §  
12 2699, subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2)); and  
13 (vii) all facts relevant to any actual or potential conflict of interest with Class  
14 Members, the Administrator, and/or the proposed Cy Pres Recipient.

15 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel agree to work  
16 together in good faith expeditiously finalizing and filing the Motion for  
17 Preliminary Approval after the full execution of this Agreement; obtaining a  
18 prompt hearing date for the Motion for Preliminary Approval; and for appearing  
19 in Court to advocate in favor of the Motion for Preliminary Approval.

20 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion  
21 for Preliminary Approval and/or the supporting declarations and documents,  
22 Class Counsel and Defense Counsel will expeditiously work together on behalf  
23 of the Parties by meeting in person or by telephone, and in good faith, to resolve  
24 the disagreement. If the Court does not grant Preliminary Approval or  
25 conditions Preliminary Approval on any material change to this Agreement,  
26 Class Counsel and Defense Counsel will expeditiously work together on behalf  
27 of the Parties by meeting in person or by telephone, and in good faith, to modify  
28 the Agreement and otherwise satisfy the Court's concerns.

1           7.     **SETTLEMENT ADMINISTRATION.**

2           7.1.   Selection of Administrator. The Parties have jointly selected Phoenix  
3                   Settlement Administrators to serve as the Administrator and verified that, as a  
4                   condition of appointment, the Administrator agrees to be bound by this  
5                   Agreement and to perform all duties specified in this Agreement in exchange  
6                   for payment of Administration Expenses. The Parties and their Counsel  
7                   represent that they have no interest or relationship, financial or otherwise, with  
8                   the Administrator other than a professional relationship arising out of prior  
9                   experiences administering settlements.

10          7.2.   Employer Identification Number. The Administrator shall have and use its own  
11                   Employer Identification Number for purposes of calculating payroll tax  
12                   withholdings and providing reports state and federal tax authorities.

13          7.3.   Qualified Settlement Fund. The Administrator shall establish a settlement fund  
14                   that meets the requirements of a Qualified Settlement Fund (“QSF”) under US  
15                   Treasury Regulation section 468B-1.

16          7.4.   Notice to Class Members.

17               7.4.1. Using best efforts to perform as soon as possible, and in no event later  
18                   than Fourteen (14) days after receiving the Class Data, the  
19                   Administrator will send to all Class Members identified in the Class  
20                   Data, via first-class United States Postal Service (“USPS”) mail, the  
21                   Class Notice substantially in the form attached to this Agreement as  
22                   **Exhibit A.** The first page of the Class Notice shall prominently estimate  
23                   the dollar amounts of any Individual Class Payment and/or Individual  
24                   PAGA Payment payable to the Class Member. Before mailing Class  
25                   Notices, the Administrator shall update Class Member addresses using  
26                   the National Change of Address database.

27               7.4.2. Not later than five (5) business days after the Administrator’s receipt of  
28                   any Class Notice returned by the USPS as undelivered, the

1 Administrator shall re-mail the Class Notice using any forwarding  
2 address provided by the USPS. If the USPS does not provide a  
3 forwarding address, the Administrator shall conduct a Class Member  
4 Address Search, and re-mail the Class Notice to the most current address  
5 obtained. The Administrator has no obligation to make further attempts  
6 to locate or send Class Notice to Class Members whose Class Notice is  
7 returned by the USPS a second time.

8 7.4.3. The deadlines for Class Members' written objections, challenges to  
9 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will  
10 be extended an additional 14 days beyond the 45 days otherwise  
11 provided in the Class Notice for all Class Members whose notice is re-  
12 mailed. The Administrator will inform the Class Member of the  
13 extended deadline with the re-mailed Class Notice.

14 7.5. Requests for Exclusion (Opt-Outs).

15 7.5.1. Each Class Member shall have forty-five (45) calendar days from the  
16 mailing of the Notice within which to complete and postmark a written  
17 Request for Exclusion, for return to the Administrator. The request need  
18 not be in any particular form and will be considered a valid Request for  
19 Exclusion so long as it communicates a clear desire by the Class  
20 Member not to be included in the class portion of the Settlement, and  
21 identifies his/her/their full name and date of birth, and current address  
22 along with his/her/their signature. No Requests for Exclusion shall be  
23 accepted if postmarked after the Response Deadline, except as provided  
24 in Paragraphs 1.33 and 7.4.3 above. Class Members are responsible for  
25 maintaining a photocopy of their Request for Exclusion, reflecting that  
26 it was submitted in a timely manner. Any disputes regarding the  
27 timeliness of a Request for Exclusion or whether a written  
28 communication constitutes a valid request that cannot be resolved

1 between the Parties shall be determined by the Administrator, whose  
2 determination shall be final.

3 7.5.2. Any Class Member who validly excludes himself/herself/themselves  
4 from the class portion of this Settlement shall not be bound by the  
5 Released Class Claims and shall not be entitled to any portion of the Net  
6 Settlement Amount.

7 7.6. Challenges to Calculations. Each Class Member who does not  
8 opt out shall have forty-five (45) days after the Administrator  
9 mails the Class Notice to challenge the number of Workweeks,  
10 PAGA Pay Periods, and/or layoffs allocated to the Class  
11 Member in the Class Notice, The Class Member may challenge  
12 the data by communicating with the Administrator via fax,  
13 email or mail. The Administrator must encourage the  
14 challenging Class Member to submit supporting  
15 documentation. In the absence of any contrary documentation,  
16 the Administrator is entitled to presume that the information  
17 contained in the Class Notice is correct so long as the  
18 information is consistent with the Class Data. The  
19 Administrator's determination of each Class Member's  
20 allocation shall be final and not appealable or otherwise  
21 susceptible to challenge. The Administrator shall promptly  
22 provide copies of all challenges to Defense Counsel and Class  
23 Counsel and the Administrator's determination of the  
24 challenges.

25 7.7. Objections to Settlement.

26 7.7.1. Only Class Members who do not opt out may object to the class action  
27 components of the Settlement and/or this Agreement, including  
28 contesting the fairness of the Settlement, and/or amounts requested for

the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2. Class Members who do not opt out may send written objections to the Administrator, by fax, email, or mail. In the alternative, those Class Members who did not opt out may appear in Court or before the Arbitrator (or hire an attorney to appear in Court or before the Arbitrator) to present verbal objections at the Final Approval Hearing. A Class Member who did not opt out who elects to send a written objection to the Administrator must do so not later than the Response Deadline, except as provided in Paragraph 7.4.3 above.

7.7.3. Any Class Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for Exclusion may object to the approval of class action portion of the Settlement (“Objecting Class Member”). Any Class Member who makes a timely Request for Exclusion, opts out, has waived their right to object.

7.7.4. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

7.7.5. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the class portion of the Settlement or to appeal from the Court’s Final Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator contained in this Agreement or otherwise.

7.8.1. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after

1 the expiration of the Response Deadline, the Administrator shall email  
2 a list to Defense Counsel containing (a) the names and other identifying  
3 information of Class Members who have timely submitted valid  
4 Requests for Exclusion (“Exclusion List”); (b) the names and other  
5 identifying information of Class Members who have submitted invalid  
6 Requests for Exclusion; and (c) copies of all Requests for Exclusion  
7 (whether valid or invalid). Separately, the Administrator shall email a  
8 list to Class Counsel containing the names on the Exclusion List.

9 7.8.2. Weekly Reports. The Administrator must, on a weekly basis, provide  
10 written reports to Class Counsel and Defense Counsel that, among other  
11 things, tally the number of: Class Notices mailed or re-mailed, Class  
12 Notices returned undelivered, Requests for Exclusion (whether valid or  
13 invalid) received, objections received, and challenges to the calculations  
14 provided to Class Members received and/or resolved (“Weekly  
15 Report”). The Weekly Reports must include the Administrator’s  
16 assessment of the validity of Requests for Exclusion and attach copies  
17 of all valid Requests for Exclusion and objections received.

18 7.8.3. Administrator’s Declaration. Not later than fourteen (14) days before  
19 the date by which Plaintiff is required to file the Motion for Final  
20 Approval of the Settlement, the Administrator will provide to Class  
21 Counsel and Defense Counsel a signed declaration suitable for filing in  
22 Court attesting to its due diligence and compliance with all of its  
23 obligations under this Agreement, including, but not limited to, its  
24 mailing of Class Notice, the Class Notices returned as undelivered, the  
25 re-mailing of Class Notices, attempts to locate Class Members, the total  
26 number of Requests for Exclusion from Settlement it received (both  
27 valid or invalid), the number of written objections and attach the  
28 Exclusion List. The Administrator will supplement its declaration as

needed or requested by the Parties and/or the Court or Arbitrator. Class Counsel is responsible for filing the Administrator's declaration(s) in Court or with the Arbitrator.

7.8.4. Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court or Arbitrator, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court or Arbitration attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court or with the Arbitrator.

8. **MOTION FOR FINAL APPROVAL**. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court or in Arbitration, a motion for final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

8.1. Response to Objections. Each Party retains the right to respond to any objections raised by Class Members, including the right to file responsive documents in Court or with the Arbitrator no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court or Arbitrator.

8.2. Duty to Cooperate. If the Court or Arbitrator does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's or Arbitrator's concerns by revising the Agreement as necessary to obtain Final

1 Approval. The Court's or Arbitrator's decision to award less than the amounts  
2 requested for the Class Representative Service Payments, Class Counsel Fees  
3 Payment, Class Counsel Litigation Expenses Payment and/or Administration  
4 Expenses Payment shall not constitute a material modification to the Agreement  
5 within the meaning of this paragraph.

6 8.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of  
7 Judgment, the Court or Arbitrator will retain jurisdiction over the Parties,  
8 Action, and the Settlement solely for purposes of (i) enforcing this Agreement  
9 and/or Judgment, (ii) addressing settlement administration matters, and (iii)  
10 addressing such post-Judgment matters as are permitted by law.

11 8.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms  
12 and conditions of this Agreement, specifically including the Class Counsel Fees  
13 Payment and Class Counsel Litigation Expenses Payment set forth in this  
14 Settlement, the Parties, their respective counsel, and all Class Members who  
15 did not object to the Settlement as provided in this Agreement, waive all rights  
16 to appeal from the Judgment, including all rights to post-judgment and appellate  
17 proceedings, the right to file motions to vacate judgment, motions for new trial,  
18 extraordinary writs, and appeals. The waiver of appeal does not include any  
19 waiver of the right to oppose such motions, writs or appeals. If an objector  
20 appeals the Judgment, the Parties' obligations to perform under this Agreement  
21 will be suspended until such time as the appeal is finally resolved and the  
22 Judgment becomes final.

23 8.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If  
24 the reviewing Court vacates, reverses, or modifies the Judgment in a manner  
25 that requires a material modification of this Agreement (including, but not  
26 limited to, the scope of release to be granted by Class Members), this  
27 Agreement shall be null and void. The Parties shall nevertheless expeditiously  
28 work together in good faith to address the appellate court's concerns and to

1 obtain Final Approval and entry of Judgment. An appellate decision to vacate,  
2 reverse, or modify the Court's or Arbitrator's award of the Class Representative  
3 Service Payment or any payments to Class Counsel shall not constitute a  
4 material modification of the Judgment within the meaning of this paragraph, as  
5 long as the Gross Settlement Amount remains unchanged.

6 **9. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil  
7 Procedure section 384, the Parties will work together in good faith to jointly submit a  
8 proposed amended judgment.

9 **10. ADDITIONAL PROVISIONS.**

10 10.1. No Admission of Liability, Class Certification or Representative Manageability  
11 for Other Purposes. This Agreement represents a compromise and settlement of  
12 highly disputed claims. Nothing in this Agreement is intended or should be  
13 construed as an admission by Defendant that any of the allegations in the  
14 operative Complaint have merit or that Defendant have any liability for any  
15 claims asserted; nor should it be intended or construed as an admission by  
16 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree  
17 that class certification for purposes of this agreement, different than the limits  
18 of the class certification previously ordered, and representative treatment is for  
19 purposes of this Settlement only. If, for any reason the Court or Arbitrator does  
20 not grant Preliminary Approval, Final Approval or enter Judgment, Defendant  
21 reserves the right to contest any certification in the trial court not previously  
22 certified for any reason. Defendant reserves all available defenses to the claims  
23 in the Action, and Plaintiff reserves the right to move for class certification on  
24 any claims not previously certified and on any grounds available and to contest  
25 Defendant's defenses. The Settlement, this Agreement and the Parties'  
26 willingness to settle the Action will have no bearing on, and will not be  
27 admissible in connection with, any litigation (except for proceedings to enforce  
28 or effectuate the Settlement and this Agreement).

1 10.2. No Solicitation. The Parties separately agree that they and their respective  
2 counsel and employees will not solicit any Class Member to opt out of or object  
3 to the class portion of the Settlement, or appeal from the Judgment, either  
4 directly or indirectly, through any means. Nothing in this paragraph shall be  
5 construed to restrict Class Counsel's ability to communicate with Class  
6 Members in accordance with Class Counsel's ethical obligations owed to Class  
7 Members.

8 10.3. Integrated Agreement. Upon execution by all Parties and their counsel, this  
9 Agreement together with its attached exhibits shall constitute the entire  
10 agreement between the Parties relating to the Settlement, superseding any and  
11 all oral representations, warranties, covenants, or inducements made to or by  
12 any Party.

13 10.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant  
14 and represent that they are authorized by Plaintiff and Defendant, respectively,  
15 to take all appropriate action required or permitted to be taken by such Parties  
16 pursuant to this Agreement to effectuate its terms, and to execute any other  
17 documents reasonably required to effectuate the terms of this Agreement  
18 including any amendments to this Agreement.

19 10.5. Cooperation. The Parties and their counsel will cooperate with each other and  
20 use their best efforts, in good faith, to implement the Settlement by, among  
21 other things, modifying the Agreement, submitting supplemental evidence and  
22 supplementing points and authorities as requested by the Court or Arbitrator. In  
23 the event the Parties are unable to agree upon the form or content of any  
24 document necessary to implement the Settlement, or on any modification of the  
25 Agreement that may become necessary to implement the Settlement, the Parties  
26 will seek the assistance of a mediator and/or the Court or Arbitrator for  
27 resolution.  
28

- 1                   10.6. No Prior Assignments. The Parties separately represent and warrant that they  
2                   have not directly or indirectly assigned, transferred, encumbered, or purported  
3                   to assign, transfer, or encumber to any person or entity any portion of any  
4                   liability, claim, demand, action, cause of action, or right released and  
5                   discharged by the Party in this Settlement.
- 6                   10.7. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense  
7                   Counsel are providing any advice regarding taxes or taxability, nor shall  
8                   anything in this Settlement be relied upon as such within the meaning of United  
9                   States Treasury Department Circular 230 (31 CFR Part 10, as amended) or  
10                  otherwise.
- 11                 10.8. Modification of Agreement. This Agreement, and all parts of it, may be  
12                  amended, modified, changed, or waived only by an express written instrument  
13                  signed by all Parties or their representatives, and approved by the Court or  
14                  Arbitrator.
- 15                 10.9. Agreement Binding on Successors. This Agreement will be binding upon, and  
16                  inure to the benefit of, the successors of each of the Parties.
- 17                 10.10. Applicable Law. All terms and conditions of this Agreement and its exhibits  
18                  will be governed by and interpreted according to the internal laws of the state  
19                  of California, without regard to conflict of law principles.
- 20                 10.11. Cooperation in Drafting. The Parties have cooperated in the drafting and  
21                  preparation of this Agreement. This Agreement will not be construed against  
22                  any Party on the basis that the Party was the drafter or participated in the  
23                  drafting.
- 24                 10.12. Headings. The descriptive heading of any section or paragraph of this  
25                  Agreement is inserted for convenience of reference only and does not constitute  
26                  a part of this Agreement.
- 27                 10.13. Calendar Days. Unless otherwise noted, all reference to “days” in this  
28                  Agreement shall be to calendar days. In the event any date or deadline set forth

1 in this Agreement falls on a weekend or federal legal holiday, such date or  
2 deadline shall be on the first business day thereafter.

3 10.14. Notice. All notices, demands or other communications between the Parties in  
4 connection with this Agreement will be in writing and deemed to have been  
5 duly given as of the third business day after mailing by United States mail, or  
6 the day sent by email or messenger, addressed as follows:

7 To Plaintiff:

8 Dennis F. Moss  
9 Jeremy F. Bollinger  
10 Moss Bollinger LLP  
11 15300 Ventura Blvd., Ste. 207  
12 Sherman Oaks, CA 91430

13 To Defendants:

14 Michael S. Helsley  
15 Giulio A Sanchez  
16 Wagner Jones Helsley PC.  
17 265 East River Park Circle, Suite 310  
18 Fresno, Ca. 93720

19 10.15. Execution in Counterparts. This Agreement may be executed in one or more  
20 counterparts by facsimile, electronically (i.e. DocuSign), or email which for  
21 purposes of this Agreement shall be accepted as an original. All executed  
22 counterparts and each of them will be deemed to be one and the same instrument  
23 if counsel for the Parties will exchange between themselves signed  
24 counterparts. Any executed counterpart will be admissible in evidence to prove  
25 the existence and contents of this Agreement.

26 10.16. Stay of Litigation. The Parties agree that upon the execution of this Agreement  
27 the litigation shall be stayed, except to effectuate the terms of this Agreement.  
28 The Parties further agree, upon the signing of this Agreement pursuant to CCP  
section 583.330, to extend the date to bring a case to trial under CCP section  
583.310 for the entire period of this settlement process.

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**SIGNATURES ON NEXT PAGE**

[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff and Defendant as of the date(s) set forth below:

Dated: 8/5/2026

Signed by:  
  
951BFC1AC4A1458...  
Javier Reyes  
Plaintiff and Class Representative

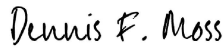
Dated: \_\_\_\_\_

\_\_\_\_\_  
Elena Stefanopoulos  
Defendant S. Stamoules, Inc. DBA Stamoules Produce  
Company Inc.

**APPROVED AS TO FORM AND CONTENT:**

Dated: 8/5/2026

MOSS BOLLINGER, LLP

Signed by:  
  
By: \_\_\_\_\_  
74EF9E8F49C14CE...  
Dennis F. Moss, Esq.  
Attorneys for Plaintiff

Dated: \_\_\_\_\_

WAGNER JONES HELSLEY PC

By: \_\_\_\_\_  
Micheal S. Helsley, Esq.  
Attorneys for Defendant

[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff and Defendant as of the date(s) set forth below:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Javier Reyes  
Plaintiff and Class Representative

Dated: August 28, 2026

\_\_\_\_\_  
Elena Stefanopoulos  
Defendant S. Stamoules, Inc. DBA Stamoules Produce Company Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: \_\_\_\_\_

MOSS BOLLINGER, LLP

By: \_\_\_\_\_

Dennis F. Moss, Esq.  
Attorneys for Plaintiff

Dated: 8/31/26

WAGNER JONES HELSLEY PC

By: \_\_\_\_\_

Michael S. Helsley, Esq.  
Attorneys for Defendant

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# EXHIBIT

A

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 <b>You Don’t Have to Do</b><br>24 <b>Anything to Participate</b><br>25 <b>in the Settlement</b> | 26 If you do nothing, you will be a Verified Settlement Class Member and<br>27 eligible for an Individual Class Payment and an Individual PAGA<br>28 Payment (if any). In exchange, you will give up your right to assert the<br>Released Class Claims and the Released PAGA Claims against the<br>Released Parties. |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>You Can Opt-out of the Class Settlement</b></p> <p><b>The Opt-out Deadline is</b><br/> <u>                    </u></p>                           | <p>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.</p> <p>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.</p> |
| <p><b>Class Members Can Object to the Class Settlement.</b></p> <p><b>Written Objections Must be Submitted by</b><br/> <u>                    </u></p> | <p>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.</p>                                                                                                                               |
| <p><b>You Can Participate in the</b><br/> <u>                    </u><br/> <b>Final Approval Hearing</b></p>                                           | <p>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.</p>                                                                                                                                                                                                                |

|                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b></p> <p><u>                    </u></p> | <p>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.</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 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 \$80,000.

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://\[redacted\]](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](mailto: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.