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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 05/19/2025
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16 **SUPERIOR COURT OF CALIFORNIA**

17 **COUNTY OF MONTEREY**

18 SIMON EDEZA CAMPANA,
19 Plaintiff,

20 v.

21 VISTA VERDE LABOR, INC.; and DOES 1
22 through 50, inclusive,

23 Defendants.

Case No. 23CV000638

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND SETTING A
SETTLEMENT FAIRNESS HEARING**

Date: May 9, 2025

Time: 8:30 A.M.

Dept.: 15

1 Plaintiffs Simon Edeza Campana, Magdalena Adame Quezada, Maria Isabel Perez
2 Gomez, Pablo Ortiz Garcia and Carina Merino Ramirez (“Plaintiffs”) application for an Order
3 Granting Preliminary Approval of Class Action Settlement was filed with the Court on April
4 15, 2025, and a hearing was held before this Court on May 9, 2025. Appearances for Plaintiffs
5 and Defendants Vista Verde Labor, Inc. and Maria D. Maldonado (together, “Defendants”) (Plaintiffs and Defendants shall collectively be referred to as the “Parties”) were noted on the
6 record.
7

8 The Court has considered the Joint Stipulation of Class and Representative Action
9 Settlement (“Stipulation” or “Agreement”) and all other papers filed in this action. The terms
10 used herein utilize the same definitions as set forth in the Agreement.

11 NOW THEREFORE, IT IS HEREBY ORDERED:

- 12 1. This Court grants preliminary approval of the Agreement between Plaintiffs and
13 Defendants filed herewith. The Agreement appears to be fair, adequate, and reasonable to the
14 Class.
- 15 2. The Parties have reached an agreement to settle all claims in the Action on
16 behalf of the Class (as defined below and in the Agreement) as a whole.
- 17 3. The Court hereby approves the following Class for settlement purposes:
18 all current and former non-exempt employees of Vista Verde who
19 worked in California at any time from March 2, 2019, through
20 November 4, 2024.

21 Should for whatever reason the Agreement not become Final, the fact that the Parties
22 were willing to stipulate to certification of a class as part of the Agreement shall have no
23 bearing on, or be admissible in connection with, the Action.

- 24 4. The Court appoints and designates: (a) Plaintiffs Simon Edeza Campana,
25 Magdalena Adame Quezada, Maria Isabel Perez Gomez, Pablo Ortiz Garcia, and Carina
26 Merino Ramirez as the Class Representatives, and (b) B. James Fitzpatrick and Alison L.
27 Baker of Fitzpatrick & Swanston, Larry W. Lee and Kristen M. Agnew of Diversity Law
28 Group, P.C., and Justin Lo and Jarrod Nakano for Work Lawyers, PC, as Class Counsel. Class
Counsel is authorized to act on behalf of the Class with respect to all acts or consents required

1 by, or which may be given, pursuant to the Agreement, and such other acts reasonably
2 necessary to finalize the Agreement and its terms. Any Class Member may enter an
3 appearance through his or her own counsel at such Class Member's own expense. Any Class
4 Member who does not enter an appearance or appear on his or her own behalf will be
5 represented by Class Counsel.

6 5. The Court hereby approves the terms and conditions provided for in the
7 Agreement. The Court finds that on a preliminary basis the Agreement falls within the range
8 of reasonableness of a settlement, and appears to be presumptively valid, subject only to any
9 objections that may be raised at the final fairness hearing and final approval by the Court. It
10 appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable
11 as to all potential Class Members when balanced against the probable outcome of further
12 litigation relating to liability and damages issues. It also appears that investigation, research,
13 and court proceedings have been conducted so that counsel for the Parties are able to
14 reasonably evaluate their respective positions. It appears to the Court that settlement at this
15 time will avoid substantial additional costs by the Parties, as well as avoid the delay and risks
16 that would be presented by the further prosecution of the Action. It also appears that a
17 settlement has been reached as a result of intensive, serious, and non-collusive arm's-length
18 negotiations.

19 6. The Court hereby approves, as to form and content, the revised Notice of Class
20 Action Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit**
21 **A** hereto. With the addition that the Class Notice shall also be sent as a Spanish language
22 version, the Court finds that distribution of the Class Notice to Class Members substantially in
23 the manner and form set forth in the Agreement and this Order meets the requirements of due
24 process and shall constitute due and sufficient notice to all parties entitled thereto.

25 7. The Court appoints and designates Phoenix Settlement Administrators as the
26 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide
27 the approved Class Notice to Class Members using the procedures set forth in the Agreement.

28 8. Any Class Member may choose to opt out of and be excluded from the
settlement as provided in the Agreement and Class Notice and by following the instructions

1 for requesting exclusion. Any person who timely and properly opts out of the settlement will
2 not be bound by the Agreement or have any right to object, appeal, or comment thereon. Any
3 Request for Exclusion must be in writing and signed by each such Class Member opting out
4 and must otherwise comply with the requirements delineated in the Class Notice. Class
5 Members who have not requested exclusion by submitting a valid and timely request by the
6 deadline shall be bound by all determinations of the Court, the Agreement, and Judgment.

7 9. Any Class Member may object to the Agreement or express his or her views
8 regarding the Agreement and may present evidence and file briefs or other papers that may be
9 proper and relevant to the issues to be heard and determined by the Court as provided in the
10 Class Notice.

11 10. Any portion of the Individual Settlement Payment not cashed within one
12 hundred eighty (180) days from the date of issuance of the check shall be paid to the
13 Watsonville Law Center.

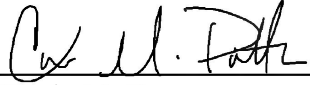
14 11. A final fairness hearing on the question of whether the proposed Agreement, the
15 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the
16 payment to the Labor and Workforce Development Agency, the payment to the Settlement
17 Administrator, and the Class Representative Incentive Payments should be finally approved as
18 fair, reasonable, and adequate as to the members of the Class is hereby set for October 10,
19 2025, at 8:30 a.m. in this Court.

20 12. The Motion for Final Approval shall be filed by Plaintiffs no later than sixteen
21 (16) court days before the Settlement Fairness Hearing.

22 13. The Court reserves the right to adjourn or continue the date of the Settlement
23 Fairness Hearing and all dates provided for in the Agreement without further notice to the
24 Class, and retains jurisdiction to consider all further applications arising out of or connected
25 with the Agreement.

26 **IT IS SO ORDERED.**

27 Dated: 5/19/2025

28 
Hon. Carrie M. Panetta

**IMPORTANT LEGAL NOTICE
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

*Campana v. Vista Verde Labor, Inc., Case No. 23CV000638
Pablo Ortiz Garcia, et al. V. Vista Verde Labor Inc., et al., Case No. 23CV000632*

<<FIRST AND LAST NAME>>

<<ADDRESS>>

<<CITY AND ZIP CODE>>

**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>>
THROUGH THIS SETTLEMENT.**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.
TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendants separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
REQUEST EXCLUSION FROM THE SETTLEMENT (Deadline: << Response Deadline >>)	If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to sue Defendants separately for the same legal claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> still get a settlement payment.
OBJECT TO THE SETTLEMENT (Deadline: << Response Deadline >>)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the “Settlement”) has been reached in the class action lawsuits entitled *Campana v. Vista Verde Labor, Inc.*, Monterey County Superior Court, Case No. 23CV000638 and *Pablo Ortiz Garcia, et al. v. Vista Verde Labor, Inc., et al.*, Monterey County Superior Court, Case No. 23CV000632 (hereinafter collectively referred to as the “Action”). Defendants have agreed to pay a total of \$2,200,000.00 (the “Gross Settlement Amount”) to settle all class claims arising out of the Action. There was a hearing on <<Insert Preliminary Approval Date>> in the Superior Court of the State of California for the County of Monterey, at which time Judge Carrie M. Panetta preliminarily approved the Settlement as being fair and reasonable to the members of the Class.

2. WHAT IS THE ACTION ABOUT?

This Action was originally filed in Monterey County Superior Court on March 2, 2023. The operative Complaint alleges claims on behalf of Plaintiffs Simon Edeza Campana, Magdalena Adame Quezada, Maria Isabel Perez Gomez, Pablo Ortiz Garcia and Carina Merino Ramirez (collectively “Plaintiffs”) and other similarly situated employees against Defendants Vista Verde Labor, Inc. and Maria D. Maldonado (collectively “Defendants”) for: 1) failure to provide meal periods or compensation in lieu thereof; 2) failure to provide rest periods or compensation in lieu thereof; 3) failure to pay hourly and overtime wages; 4) failure to comply with itemized employee wage statement requirements; 5) failure to pay all wages upon termination; 6) failure to reimburse business expenses; 7) California Labor Code Private Attorneys General Act of 2004; and 8) Unfair Business Practices.

Defendants deny all allegations of wrongdoing and maintain that they complied with all applicable laws, rules, and regulations at issue in this litigation. The Court has not ruled on the merits of the lawsuit.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. In the Action, Plaintiffs are the persons who are bringing this Action on your behalf and on behalf of other similarly situated employees. Plaintiffs seek to represent you on a class basis. A class action allows the Court to resolve the claims of all the members of the Class at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the members of the Class who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT?

All current and former non-exempt employees of Vista Verde who worked in California at any time from March 2, 2019, through November 4, 2024 (“Class Members”). You are receiving this Notice because Defendants’ records show that you are a member of the Class.

In addition, you may also be eligible to receive a payment under the PAGA, California Labor Code § 2698 *et seq.*, if you worked for Defendants at any time from October 19, 2021, through November 4, 2024 (the “PAGA Period”). If you are a current or former non-exempt employee of Defendant who was employed in the State of California at any time during the PAGA Period, you are also considered a “PAGA Group Member.”

5. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Plaintiffs think they could have won at trial. Defendants think they could have won at trial. But there was no trial. Instead, the parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. Plaintiffs and Plaintiffs’ counsel (“Class Counsel”) believe the Settlement is a fair and reasonable compromise that is in the best interests of the Class.

6. WHAT ARE THE TERMS OF THE SETTLEMENT?

Defendant has agreed to pay a total of \$2,200,000.00 to settle all claims arising out of the lawsuit. Subject to the Court’s approval, the Gross Settlement Amount will be used as follows: (1) attorneys’ fees for Class Counsel not to exceed one-third of the Gross Settlement (currently estimated at

\$733,333.33); (2) attorneys' costs/expenses not to exceed \$15,000.00; (3) a "Service Award" to each Plaintiff not to exceed \$5,000.00 (collectively, \$25,000.00); (4) settlement administration costs not to exceed \$55,000.00; and (5) PAGA penalties to be paid to the California Labor & Workforce Development Agency ("LWDA") and PAGA Group Members, not to exceed \$200,000.00. The amount of money remaining after all of these payments (the "Net Settlement Amount") will be distributed to Class Members who do not opt out of the Settlement (the "Participating Class Members").

Participating Class Members who do not opt out will each receive a payment ("Individual Settlement Payment") representing their pro-rata share of the Net Settlement Amount, based upon the number of workweeks worked during the Class Period.

In addition, you may also be eligible to receive a payment under the PAGA, California Labor Code § 2699 *et seq.*, if you are also a "PAGA Group Member," as defined above.

7. WHAT IS MY PORTION OF THE SETTLEMENT?

During the Class Period, Defendants' records indicate that you worked [REDACTED] workweeks and your estimated Individual Settlement Payment is \$<< Individual Settlement Payment >>. Twenty percent (20%) will be considered wages and the remaining eighty percent (80%) will be considered penalties and interest. The amounts classified as wages will be reported on an IRS Form W-2, and the amounts classified as interest and penalties will be reported on an IRS Form 1099 misc., if applicable.

During the PAGA Period, Defendant's records indicate that you worked [REDACTED] pay periods and your estimated Individual PAGA Payment is \$<< Individual PAGA Payment >>. One hundred percent (100%) of the Individual PAGA Payment will be considered penalties.

8. WHAT SHOULD I DO IF I HAVE QUESTIONS ABOUT THE NUMBER OF WORKWEEKS OR PAY PERIODS?

If you believe the number of workweeks or pay periods is incorrect, you can dispute it by providing evidence, such as pay stubs or other relevant documents that support your claim. Please submit this evidence to the Administrator by << Response Deadline >>. If you fail to provide evidence, the Defendant's records will be deemed correct.

9. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the Settlement. Class Counsel has been appointed and approved by the Court, and Class Counsel will represent you unless you choose not to participate in the settlement.

Upon receipt of your settlement check, it will be your responsibility to cash the check within 180 days from issuance. You will not be retaliated against for cashing the settlement check. Checks that are not cashed or negotiated within 180 days from the date of issuance of the check will become void and be transmitted to the following non-profit chosen by the Parties: Watsonville Law Center.

10. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

After the Court has approved the Settlement and the Gross Settlement Amount has been funded, each Participating Class Member, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns, will release the Released Parties from any and all Released Class Claims arising during the Class Period.

The Released Parties consist of: Vista Verde Labor, Inc., Maria D. Maldonado, and the Grower Defendants (Scheid Vineyards, Tanimura & Antle, and Sebastian Harvesting).

The Released Class Claims are as follows:

All claims that were, or that could have been, pled in the Operative Complaint, based on the facts and theories alleged in the Action, for

violation of Labor Code sections 201, 202, 203, 204, 216, 218, 221, 226(a), 226.7, 246 *et. seq.*, 510, 512, 558, 1194, 1198, and 2802, and that accrued during the Class Period.

With respect to the Grower Defendants, the release shall be limited to the specific workweeks in which Vista Verde assigned the Participating Class Member to work one or more shift at the Grower Defendant.

If you are a member of the Class and you do not opt out of the Settlement, you will be deemed to have entered into this release and to have released the above-described Released Class Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

In addition, PAGA Group Members will release the Released Parties from any and all Released PAGA Claims arising during the PAGA Period.

The Released PAGA Claims are as follows:

All claims for civil penalties or other remedies recoverable under Labor Code section 2698, *et seq.*, which were, or that could have been, pled in the Operative Complaint, the *Campana* PAGA Notice or *Garcia* PAGA Notice, based on the facts and theories alleged in the Action, for violation of Labor Code sections 201, 202, 203, 204, 216, 218, 221, 226(a), 226.7, 246 *et. seq.*, 510, 512, 558, 1194, 1198, and 2802, and that accrued during the PAGA Period. The release includes a release of civil penalties, attorneys' fees, and costs.

With respect to the Grower Defendants, the release shall be limited to the specific pay periods in which Vista Verde assigned the PAGA Group Member to work one or more shift at the Grower Defendant

11. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

If you are a Class Member and wish to exclude yourself from the settlement, you must submit a Request for Exclusion (also referred to as "opt out"). If you submit a valid and timely Request for Exclusion, you will no longer be a member of the Class, will not be eligible to receive an Individual Settlement Payment, cannot object to the terms of the Settlement, will not be bound by the release of the Released Class Claims described above, and may pursue any claims you have, at your own expense, against the Defendants. Any person who opts out will not be affected by the terms of the Settlement, except as it pertains to the PAGA claims.

The Request for Exclusion must be in writing and include (1) your full name and current address; (2) the last four digits of your Social Security number, (3) a statement that says, "I request exclusion from the Campana Settlement and do not wish to participate in the Campana Settlement"; and (4) your signature. The Request for Exclusion must be postmarked by << Response Deadline >>, and sent to the Settlement Administrator at *Campana v. Vista Verde Labor, Inc.*, c/o Phoenix Settlement Administrators, <<Insert Address>>.

If you are (also) a PAGA Group Member, you may not exclude yourself from the Released PAGA Claims regardless of whether you submit a valid "opt-out" request. As such, you will still receive an Individual PAGA Payment and be bound by the Released PAGA Claims if you are a PAGA Group Member.

If more than ten percent (10%) of Class Members submit valid and timely Requests for Exclusion, Defendants have the right to withdraw from the Settlement.

12. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you do not opt-out of the Settlement by submitting a valid and timely request for exclusion as outlined above, you may object to any of the terms of the Settlement before the Final Approval Hearing. Failure

to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement and you will also receive an Individual Settlement Payment.

Your written objections must state (1) your full name and current address; (2) the specific reason(s) for the objections; (3) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court; and (4) a statement as to whether you wish to appear at the Final Approval Hearing and be heard in support of, or in opposition to the Settlement. The objection must be postmarked by <<45 days from mailing date>>, and sent to the Settlement Administrator at *Campana v. Vista Verde Labor, Inc.* Class Action Lawsuit, c/o Phoenix Settlement Administrators, <<Insert Address>>.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION OR APPEAR AT THE FINAL APPROVAL HEARING, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

13. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiffs will request a service award of \$5,000.00 each (collectively, \$25,000.00) for their services as the Class Representatives and for their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to Plaintiffs.

14. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court decided that the law firm of Fitzpatrick & Swanston, Diversity Law Group, P.C. and Work Lawyers, PC (collectively “Class Counsel”), representing the Plaintiffs, are also qualified to represent the Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you have questions about the case or the Settlement, you should contact Class Counsel. The contact information is as follows:

B. James Fitzpatrick
bjfitzpatrick@fandslegal.com
Alison L. Baker
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Justin Lo
justin@caworklawyer.com
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Torrance, CA 90505
Telephone: (424) 355-8535

15. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court attorneys’ fees not to exceed one-third of the Gross Settlement (currently estimated at \$733,333.33) and reimbursement of litigation costs not to exceed \$15,000.00. These fees will serve to compensate Class Counsel for their efforts in achieving the settlement for the benefit of the Class and for their risk in undertaking this representation on a contingency basis. Class Counsel has already spent many hours investigating this case, reviewing payroll and time records information provided by Defendant, researching the Class’s claims, and negotiating this settlement for the Class. They will incur additional hours overseeing the final approval and implementing the plan of distribution.

16. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Named Plaintiff.

17. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on October 10, 2025 at 8:30 a.m., in Department 14 of the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940 ("Final Approval Hearing").

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing unless you would like to. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

18. HOW DO I GET MORE INFORMATION?

To see a copy of the Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the Complaints and other filed documents related to Plaintiff's lawsuit and this Settlement, you may view all such files at the Clerk's office at the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel or the Settlement Administrator at <<Insert Address>> Or <<Insert Toll-Free Number>>.

19. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to keep a current address and telephone number on file with the Settlement Administrator, to ensure receipt of your Individual Settlement Payment and/or Individual PAGA Payment and applicable tax forms if the settlement is given final approval by the Court. If you change your mailing address, you should promptly contact the Settlement Administrator and provide the Settlement Administrator with your new address and contact information.

20. WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

The Settlement calls for the Gross Settlement Amount to be funded in installment payments. The first payment of \$450,000.00 was made on or about April 24, 2025. The remaining payments will be made on a quarterly basis beginning on July 1, 2025. The final quarterly payment is scheduled to be made on April 1, 2028.

Based on the current installment plan, the Parties anticipate that Class Members and PAGA Group Members will receive their Individual Settlement Payment and/or Individual PAGA Payment in or around April 2026.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION
TO THE CLERK OF THE COURT OR THE JUDGE.**