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7 Attorneys for JONATHAN LEE HILL and SEAN PAUL HARPER, individually and on behalf of
all others similarly situated,

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF YOLO

10 JONATHAN LEE HILL and SEAN PAUL
11 HARPER, individually and on behalf of all
others similarly situated,

12 Plaintiffs,

13 v.

14 THE MORNING STAR TRUCKING
15 COMPANY, LLC a California Limited
Liability Company and DOES 1-50, inclusive,

16 Defendant.
17

CASE NO.: CV2022-2267
Assigned For All Purposes To:
Judge: Timothy L. Fall
Dept.: 11

DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiffs JONATHAN LEE HILL and SEAN PAUL HARPER (hereinafter referred to as “Plaintiffs”) who filed this action on behalf of the general public and all aggrieved employees, defined as all non-exempt employees who are or were previously employed by Morning Star in California and performed work beyond training or orientation at any time during the period of October 16, 2021 to May 8, 2026. I submit this declaration in support of Plaintiffs’ Motion for Approval of the PAGA Settlement, which Plaintiffs filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the executed Settlement Agreement which the Parties ask the Court to approve. Attached as **Exhibit A** to the Settlement Agreement is the Notice of PAGA Settlement, to be mailed to the Aggrieved Employees.

3. Plaintiff Jonathan Lee Hill (“Plaintiff”) is a former non-exempt employee of Defendant The Morning Star Trucking Company, LLC (“Defendant” or “Morning Star”). Plaintiff Hill was employed by MORNING STAR as a driver from approximately May 2021 through October 2021. Plaintiff Harper is a former non-exempt employee of Defendant MORNING STAR. Plaintiff Harper was employed by MORNING STAR as a driver from approximately July 2017 through October 2024. (Settlement Agreement ¶2(a-l)).

4. On December 20, 2022, Plaintiff Hill filed a PAGA Complaint in Yolo County Superior Court, Case No. CV2022-2267, entitled *JONATHAN LEE HILL v. CALIFORNIA SUN GROWER SERVICES COMPANY LLC, et al.*, asserting the following causes of action on an individual and representative basis against Defendant California Sun Grower Services Company, LLC (“CSG”) : (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional

1 hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c)
2 failure to provide rest breaks for every four hours or major fraction thereof worked and failure to
3 pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing
4 a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant's
5 employ, (e) failing to provide accurate itemized wage statements, (f) failure to reimburse
6 expenses, and (g) failing to provide a day's rest in seven (the "Hill PAGA Action") The "Hill
7 PAGA Action" is defined to include any amendments made to the Hill PAGA Action filed in the
8 Yolo County Superior Court.

9 5. Prior to filing the Hill PAGA Action, on October 13, 2022, Plaintiff Hill submitted
10 a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to
11 PAGA, to provide notice of his intent to seek civil penalties under PAGA for CSG's alleged
12 violations of California Labor Code sections as outlined in the Hill PAGA Action, thereby
13 initiating LWDA Case Number LWDA-CM-913764-22 (the "Hill PAGA Notice").

14 6. On October 11, 2024, Plaintiff filed a Request for Dismissal of Defendant
15 California Sun Grower Services Company, LLC from the Hill PAGA Action and filed an
16 Amended Notice to the LWDA on February 21, 2024, informing them of the addition of
17 MORNING STAR as a Defendant. ("Amended Hill PAGA Notice") On August 21, 2024,
18 Plaintiff Hill filed a Doe Amendment to the Hill PAGA Action adding Defendant MORNING
19 STAR to the Hill PAGA Action. Collectively the "Hill PAGA Notice" and "Amended Hill
20 PAGA Notice" are the "Hill PAGA Notices."

21 7. On October 1, 2025, Plaintiff Harper filed a Class Action Complaint in Merced
22 County Superior Court, Case No. 25CV-05678, entitled *SEAN PAUL HARPER v. THE*
23 *MORNING STAR TRUCKING COMPANY LLC, et al.*, (the "Class Action") asserting the
24 following causes of action on a class or representative basis against MORNING STAR and CSG:
25 Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194; Failure to
26 Provide Meal Periods as Required by Labor Code §§ 226.7, 512 and IWC Wage Orders; Failure
27 to Provide Rest Periods as Required by Labor Code §§ 226.7, 512 and IWC Wage Orders; Failure
28 to Pay Timely Wages Required by Labor Code § 203; Failure to Provide Accurate Itemized Wage

1 Statements as Required by Labor Code § 226; Failure to Indemnify Necessary Business Expenses
2 as Required by Labor Code § 2802; Failure to Pay Reporting Time Pay; Violation of Labor Code
3 § 223; Failure to Provide a Days Rest in Seven as Required by Labor Code § 551-552; Wage
4 Discrimination under the CA Equal Pay Act; and Violation of Business & Professions Code §
5 17200, et seq.

6 8. On December 8, 2025, Plaintiff Harper filed a PAGA Complaint in Merced County
7 Superior Court Case No. 25CV-06816, entitled *SEAN PAUL HARPER v. THE MORNING STAR*
8 *TRUCKING COMPANY LLC, et al.*, asserting the following cause of action on an individual and
9 representative basis against MORNING STAR and CSG: (a) failure to pay minimum and
10 overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure
11 to pay wages timely during employment and upon separation, (e) failure to provide accurate
12 itemized wage statements, (f) failure to reimburse necessary business expenses, (g) failure to pay
13 reporting time pay, (h) failure to provide a days rest in seven, (i) violation of labor code section
14 223, and (j) violation of California Equal Pay Act (“Harper PAGA Action”).

15 9. Prior to filing the Harper PAGA Action, on October 1, 2025, Plaintiff Harper
16 submitted a letter to the California Labor and Workforce Development Agency (“LWDA”),
17 pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for
18 MORNING STAR and CSG’S alleged violations of California Labor Code sections as outlined in
19 the Harper PAGA Action. (“Harper PAGA Notice.”).

20 10. During the course of this action Defendant and Plaintiffs exchanged numerous
21 documents and information as well as time and pay records for the aggrieved employees.
22 Defendant also produced policies and other relevant data points for Plaintiffs to conduct a
23 thorough analysis. With this information, on October 22, 2025, the Parties participated in the third
24 all-day mediation presided over by Michael Loeb, Esq., a well-respected and experienced wage
25 and hour mediator, which led to the Agreement to settle the Action.

26 11. During the mediation the Parties engaged in extensive, arms-length negotiations.
27 As a result of the Parties’ efforts, the matter was fully resolved. The Parties engaged in
28 significant efforts to obtain the facts regarding the claims asserted, including the exchange of

1 detailed statistical data regarding weeks and pay periods worked by individuals and Plaintiffs.
2 Thereafter, the parties worked together to finalize the terms of the long form settlement
3 agreement that is now placed before this Court for approval.

4 12. Pursuant to the terms of the Parties' settlement, given the Hill PAGA Action and
5 Harper PAGA Action are currently pending in different countries, the Parties agreed that Plaintiff
6 Harper will (1) dismiss his individual claims with prejudice and dismiss the class claims without
7 prejudice in the matter of *Sean Paul Harper v. The Morning Star Trucking Company, LLC, et al.*,
8 Merced County Superior Court, Case No. 25CV-05678, based upon the existence of an arbitration
9 agreement entered into between Sean Paul Harper and The Morning Star Trucking Company,
10 LLC, and (2) dismiss his individual claims with prejudice and dismiss the PAGA claims without
11 prejudice in the Harper PAGA Action, within ten (10) court days of the Court entering an order
12 approving the Parties' PAGA Settlement.

13 13. Accordingly, on July 20, 2026, the Hill Action was amended to include Plaintiff
14 Harper, asserting the following causes of action on an individual and representative basis: (a)
15 failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to
16 provide rest periods, (d) failure to pay wages timely during employment and upon separation, (e)
17 failure to provide accurate itemized wage statements, (f) failure to reimburse necessary business
18 expenses, (g) failure to pay reporting time pay, (h) failure to provide a days rest in seven, (i)
19 violation of labor code section 223, and (j) violation of California Equal Pay Act.

20 14. Prior to filing the amended Hill PAGA Action, on June 24, 2026, Plaintiffs
21 submitted a letter to the LWDA pursuant to PAGA, to provide notice of their intent to amend the
22 Hill PAGA Action for MORNING STAR's alleged violations of California Labor Code sections
23 as outlined in the amended Hill PAGA Action. ("second amended Hill PAGA Notice.")

24 15. The Agreement negotiated by the parties provides for Defendant to pay
25 \$575,000.00 as the Total Settlement Amount ("TSA"). (Agreement at § 3(a)). The "Net PAGA
26 Settlement Amount" ("NSA") is the amount remaining of the TSA minus the Court-approved
27 amounts awarded for Attorneys Fees and Costs, Service Awards awarded to Plaintiffs and
28 Plaintiffs' Individual Settlement Payments, and Settlement Administration Costs. (Agreement at §

1 3(a)(3)). The Net PAGA Settlement Amount is estimated to be \$282,800.00.

2 16. The settlement is intended to fully and finally resolve the PAGA claims asserted by
3 Plaintiffs on behalf of the State of California. This is only a settlement of the PAGA claims for
4 civil penalties, and not a class settlement and does not release the individual claims, if any, of the
5 Aggrieved Employees. The NSA is calculated as follows: (1) \$201,250.00 (i.e. 35% of the TSA)
6 shall be paid to Plaintiffs' Counsel for payment of attorneys' fees; (2) Plaintiffs' Counsel's
7 litigation expenses according to proof, not to exceed \$48,000.00 (Plaintiffs' counsel's litigation
8 costs to date is \$47,728.03), (Agreement at § 3(a)(1)); (3) Administration costs not to exceed
9 \$12,950.00, except for a showing of good cause and as approved by the Court, (The current
10 estimated Administrator's fee is \$12,950.00); (4) Individual Settlement Payments to each Plaintiff
11 for \$10,000.00 (\$20,000 total) and (5) Plaintiffs' Service Awards to each Plaintiff for \$5,000.00
12 (\$10,000 total). (Agreement at § 3). Any difference from these maximum amounts will be added
13 to the Net PAGA Settlement Amount.

14 17. The Total Settlement Amount is subject to Court approval consistent with Labor
15 Code § 2699. Should the Net Settlement Amount increase or decrease, the amount to be
16 distributed shall be adjusted according to the changes made by the Court. Upon approval, the Net
17 Settlement Amount shall be allocated 75% (\$212,100.00) to the LWDA and 25% (\$70,700.00)
18 among Aggrieved Employees. The share of the Net Settlement Amount to be distributed to each
19 PAGA Member is based on the number of his or her Pay Periods worked in the PAGA Period in
20 relation to the aggregate number of Pay Periods worked by the Settlement Group during the
21 PAGA Period. (Agreement at § 3). This equates to approximately \$27.02 on average to each
22 aggrieved employee (\$70,700 divided by 2,617 employees). Based on approximately 36,229
23 aggregate Pay Periods worked by 2,617 PAGA Members between October 16, 2021 and May 8,
24 2026, the \$70,700.00 allocated to the PAGA Members equates to approximately \$1.95 per Pay
25 Period ($\$70,700.00 \div 36,229$ Pay Periods). Accordingly, a PAGA Member who worked only one
26 Pay Period during the PAGA Period is anticipated to receive approximately \$1.95, while a PAGA
27 Member who worked the maximum estimated possible 119 Pay Periods is anticipated to receive
28 approximately \$232.23 ($\1.9515×119 Pay Periods). To the extent any amount for Attorneys'

1 Fees, Costs, Settlement Administration Costs or Enhancements are not awarded, the difference in
2 those amounts will be added to the Net Settlement Amount. This is a guaranteed amount of
3 money paid to Settlement Aggrieved Employees now, rather than the continued risk of further
4 litigation and receiving no money sometime in the far future and after trial and appeals. The
5 decision of the LWDA to not oppose the motion should be given considerable weight.

6 18. The Aggrieved Employees are estimated to consist of approximately 2,617
7 individuals who worked approximately 36,229 Compensable Pay Periods from October 16, 2021
8 to May 8, 2026, beyond training and/or orientation. (Agreement at § 1(c)). Should the actual
9 number of pay periods during the PAGA Release Period increase beyond 10%, MORNING
10 STAR shall have the option to (a) increase the Total Settlement Amount proportionately for each
11 additional pay period worked above the 10% buffer (e.g. if the number of pay periods or
12 workweeks increases by 11%, the Total Settlement Amount will increase by 1%), or (b) end the
13 release period on the date the Aggrieved PAGA Employees reach the ten percent (10%)
14 threshold. (Agreement at § 4(b)(7)).

15 19. Plaintiffs' counsel balanced the terms of the proposed Settlement against the risk of
16 litigation and probable outcome if this matter went to trial. Based on their own respective
17 independent investigations and evaluations, and after taking into account the sharply disputed
18 factual and legal issues involved in this matter, the risks attending further prosecution of the case,
19 and the monetary benefits received under the Settlement despite the questionable nature of the
20 claims, Plaintiffs' counsel is of the opinion that Settlement for the consideration and on the terms
21 set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests
22 of the State, Plaintiffs, and the Aggrieved Employees. Counsel for the Parties investigated the
23 applicable law as applied to the facts discovered regarding the claims of Plaintiffs, Defendants'
24 defenses thereto and the damages claimed by Plaintiffs on behalf of the Aggrieved Employees.

25 20. Since the filing of the complaint, the Parties have exchanged extensive formal and
26 informal discovery and engaged in numerous discussions regarding the factual and legal issues
27 surrounding this case. Throughout the litigation, Defendant produced thousands of pages of
28 information and data, including policies, handbooks, time and payroll records for the Aggrieved

1 Employees reflecting employees' time worked, clock outs, and the applicable pay rates.
2 Defendant also provided Plaintiff Hill's personnel file and records regarding documents
3 identifying the non-exempt positions during the relevant time period. Defendant also provided
4 substantial information concerning the total number of the PAGA group, the total number of pay
5 periods at issue, and the applicable hourly rates and other summary data related to the alleged
6 Aggrieved Employees. The parties also engaged in numerous depositions of the Defendant PMKs
7 as well as Plaintiff Hill. The Parties have conducted themselves in informed, good faith arms-
8 length negotiations after conducting discovery and exchanging extensive evidence and
9 information about the claims and defenses of this lawsuit and engaging in pre-mediation
10 discussions, telephone conferences, and correspondence all aimed at settling their dispute.

11 21. In preparation for the mediation, Plaintiffs reviewed the entire discovery produced.
12 The evidence and information gathered and reviewed by Plaintiffs' counsel provided a factual
13 framework for a comprehensible and reliable damage model pertaining to all Aggrieved
14 Employees. Mediation included discussions and examinations of the Aggrieved Employees and
15 the Parties' respective positions on the legal and factual issues raised in the Complaint.

16 22. The Aggrieved Employees recovery compares favorably to the estimated amount
17 of PAGA penalties. With the assistance of an expert, Plaintiffs calculated that the maximum
18 amount of statutory PAGA civil penalties for one alleged violation per pay period was potentially
19 \$3,622,900 at a \$100 penalty per pay period assuming one provable violation per pay period
20 based on 36,229 pay periods. The reasonable range of potential penalties is approximately
21 \$4,960,900 using a \$100 per penalty to approximately \$2,480,450 if awarded a more likely
22 outcome for penalties at the \$50 range given the various policies and evidence in this case. As a
23 result, the settlement provides for a recovery range of approximately 11.5% to approximately
24 23% of the maximum settlement value.

25 23. These alleged penalties were for the various violations of the Labor Code as
26 alleged in the complaint. For instance, the § 226.7/ 512/ (meal periods) for one violation per pay
27 period could be at a maximum of \$1,246,122 based on 18.1% of pay periods where a meal period
28 violation was observed in the records. The majority of the violations appeared to have stemmed

1 from late meal periods. However, Defendant countered they paid premiums, and/or waivers
2 covered most of the alleged meal period violations based on its time keeping system and further
3 that it permitted employees to take meal and rest breaks in accordance with California law,
4 arguing that, at best, there was only a nominal violation rate. Defendant further argued Plaintiff
5 Hill agreed during his deposition that he received all his meal periods. Defendant also argued it
6 had compliant policies in place for meal and rest periods, paid meal period premiums where
7 required, provided training on its policies, and that many of the non-exempt employees were
8 preempted from CA meal and rest period policies due to their duties as commercial drivers. The
9 rest break claim provided little to no value, as policies appeared compliant and rest break
10 violations did not present as an issue for the employees.

11 24. The penalties for violation of Labor Code §§ 201/202/203 for approximately 1,802
12 former employees would be approximately \$180,000 using \$100 for each pay period in which an
13 employee was separated and was alleged to have suffered a labor code violation during his or her
14 tenure with Defendants. Defendant argued these were primarily seasonal workers who were
15 timely paid all wages owed pursuant to Labor Code § 203 purposes.

16 25. Plaintiff calculated the failure to pay wages for the off-the-clock claim and regular
17 rate claim related to bonuses and rounding at approximately \$1,158,000 based on approximately
18 31.5% of pay periods where an alleged violation could have reasonably occurred. Further, the
19 Labor Code section 226 claim was mainly dependent on the underlying claims and their success.
20 However, the Labor Code 226 claim could be valued at far less. If Plaintiffs were able to prove
21 the wage statement claim and successfully argue penalties for a recovery at \$100 per pay period,
22 the wage statements claim value would be at least \$1,121,200 in penalties.

23 26. Defendant argued it paid its non-exempt employees all wages owed. Defendant
24 further argued that it operates under a "Self-Management" organization structure, which provides
25 that individual colleagues are principally responsible for organizing their relationship. The
26 managerial functions of planning, organizing, staffing, directing, and controlling are the personal
27 responsibility of each colleague. Leadership and influence are based on colleague respect for
28 proven performance, capabilities, integrity and initiative exhibiting itself informally, dynamically

1 and circumstantially to the issue(s) being addressed. Colleagues are recognized to be in leadership
2 roles by fellow colleagues based on their capabilities and time available to best handle the
3 specific issue and circumstances being addressed. Professional respect and compensation are
4 based on merit-not titles or seniority. As such, Defendant argued its drivers and other employees
5 work with significant discretion and little supervision. They work in different locations, with
6 different shifts, and have the discretion to seek new dispatches at their discretion.

7 27. Defendant also argued that because the vast majority of its employees are
8 seasonal employees, all employees are required to attend an annual pre-season orientation. That
9 orientation reviews the Company's policies on a variety of issues, including safety procedures,
10 recording of time, and meal and rest period requirements. Defendant argued all employees are
11 required to attend the orientation - regardless of position - and are provided an opportunity to ask
12 questions as needed. Employees are also provided Colleague Guidelines for each year they are
13 employed. The Colleague Guidelines are a comprehensive list of the company's policies,
14 including with respect to the recording of time, meal and rest breaks, and other such policies.
15 Handbooks were provided to employees each year and acknowledged as read and received by
16 each employee. Defendant also argued its non-exempt employees are expected to record all time
17 worked, they are not permitted to perform any "off-the-clock work" before clocking in or
18 clocking out, and any work performed beyond their set schedule must be approved and reported
19 to payroll.

20 28. Defendant argued it maintains robust policies for the reimbursement of business
21 expenses. If an employee submits a request for reimbursement and provides a receipt, he/she will
22 be reimbursed. Defendant also argued all trucks have a radio, which is used to communicate with
23 dispatch. Defendant also argued that while Plaintiff claimed he had to use his cell phone because,
24 on occasion, the radio had issues (either reception was bad, the radio was malfunctioning, or
25 dispatch was not answering through the radio), Plaintiff never sought reimbursement for his
26 work-related cell phone use.

27 29. Defendant also argued its Colleague Guidelines provide that all employees are
28

1 entitled to a day of rest. The Guidelines state as follows: One Day's Rest Policy. Colleagues are
2 entitled to one day of rest in a workweek, unless; 1) total hours do not exceed 30 hours in any
3 week or six hours of work on any day of the workweek, or 2) the colleague elects not to take the
4 day of rest. As such, the records and policy confirmed this claim provided little value.

5 30. Defendant also argued the plaintiff bears a heavy and almost impossible burden
6 of affirmatively demonstrating that there is a violation as to "each and every individual on behalf
7 Plaintiff seeks to recover civil penalties." (*Cardenas v. McLane Food Services, Inc.* (2011) 796
8 F.Supp.2d 1246, 1260.) If no violation of the underlying Labor Code section has occurred, no
9 PAGA penalty may be imposed and the claim must be dismissed. (*Price v. Starbucks Corp.*
10 (2011) 192 Cal.App.4th 1136, 1147.) A court may also reduce the amount of PAGA penalties if
11 the maximum amount would be "unjust, arbitrary and oppressive, and confiscatory." (Lab. Code §
12 2699(e)(2).)

13 31. Defendant argued most of Plaintiff's causes of action do not lend themselves to a
14 representative action because common issues do not predominate his claims. The vast majority of
15 Plaintiff's allegations require individualized inquiries because his minimum wage, overtime, meal
16 and rest break, and wage statements allegations all depend on the actions and/or abilities of
17 individual potentially aggrieved employees. Defendant argued Plaintiff's meal and rest break
18 claim requires an individualized inquiry of each driver because drivers have discretion if and
19 when they will take their meal and rest breaks. Plaintiff's minimum wage and overtime claim
20 may also require an individualized inquiry of each driver because the time a driver spent
21 performing driving duties versus other duties would dictate how the Company's pay policy
22 affected the employee's alleged nonpayment of wages. Further, Plaintiff's wage statement claim
23 requires an individualized inquiry to determine whether each employee could readily determine
24 the information required on his or her wage statements. Absent any evidence of a common
25 practice, potential liability with regard to any given employees turns on the individualized
26 testimony of over 2,600 employees, with different job responsibilities, working at multiple
27 different work sites, and different circumstances for each workday.

1 32. Defendant also argued the overtime claim lack merit as (1) a large portion of its
2 driver employees are exempt from overtime under both state and federal law,
3 as they qualify for the FLSA Motor Carrier Overtime Exemption FLSA Agriculture Overtime
4 Exemption, and/or the California Motor Carrier Overtime Exemption, and (2) all other employees
5 were paid overtime consistent with California law.

6 33. There was little value to support the Labor Code section 223 and equal
7 pay act claim as all employees earned the same pay rates as outlined in the colleague handbooks
8 and orientation materials, including a review of various sampled pay and time records for the
9 aggrieved employees.
10 As to reporting time pay, for purposes of providing a conservative estimate, applying four hours
11 of reporting time pay per Pay Period at a rate of only \$14.00 per hour results in potential exposure
12 of approximately \$2,028,824. This calculation utilizes a conservative hourly rate rather than the
13 PAGA Members' actual regular rates of pay and assumes that a reporting time pay violation
14 could be established in each Pay Period. Assuming Plaintiffs were able to establish a reporting
15 time pay violation in each of the approximately 36,229 aggregate Pay Periods, the potential value
16 of this claim would be substantial. Defendant argued the reporting time pay allegations lacked
17 merit given its policies and practices were and continue to be consistent with California law.

18 34. Importantly these calculations were performed at the \$100 statutory rate for the
19 penalties for the first violation, but it is likely that any penalties awarded would be at a much
20 lower rate given the facts of this case. California Labor Code Section 2699(e)(1), (2) permits a
21 Court to award a lesser amount than the maximum civil penalty if based on the facts and
22 circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or
23 confiscatory." Further, the amended PAGA statute provides for lesser penalties in the range of
24 potentially \$25 per pay period. The maximum exposure here could be higher if the Court
25 awarded 100% penalties for each and every pay period. Of course, these amounts would
26 probably have been reduced given the policies in place, manageability issues, being unable to
27 prevail on the various issues including failure to pay all wages owed, failure to provide meal and
28 rest periods, accurate itemized wage statements, and reporting time pay. Given the risks

involved, a reasonable risk value reduction would put the realistic possibility of recovery of penalties at an approximately range of \$1,004,957 to \$1,537,708 taking into account a reasonable 50% chance of recovery at a \$100 per pay period penalty. Further risks include reduced penalty amounts awarded by the trial Court, no liability found at all, and reversal on appeal.

35. Ultimately, Defendant disputed that the penalties assessed by Plaintiffs and his expert would have been awarded. Further, it is Defendants' contention that PAGA penalties cannot be stacked, and that at most just one PAGA penalty can be awarded to an aggrieved employee in any one pay period. *See* Labor Code section 2699 (f)(2)¹ (authorizing awardable PAGA penalties to be measured by "each aggrieved employee per pay period"); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *1, *4 (N.D. Cal. 2013) (rejecting a pleading that sought the "stacking of penalties.") As such, and for this initial reason, Defendant contends that the maximum potential recovery in this action is significantly lower than as stated by Plaintiffs.

36. Further, Defendant argues that Plaintiffs' calculation of penalties as applicable to any employee and for any pay period, is inflated for an additional reason. Defendants argue that even were liability established, one does not reach the second-tier penalty for that violation unless and until the employer is first cited for the violation, and Defendant has never been cited. *See Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Servs., Inc.*, 2009 WL 2448430 *1, *9 (S.D. Cal. 2009) ("For the purposes of subsequent violation penalties, the issue is not whether [Defendants] willfully violated the Labor Code, but rather whether a court or commissioner had notified it of any violation."); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008) ("[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not the Commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties" at a second tier); *Robinson v. Open Top Sightseeing San Francisco, LLC*, No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal. Feb. 14, 2018)

¹ Because the claims at issue are governed by the law in effect prior to the 2024 amendments to the Private Attorneys General Act ("PAGA"), all references herein to Labor Code section 2699 are to the pre-amendment version of the statute, unless otherwise indicated.

1 (applying “initial” penalty to each violation of § 226 and § 2699(f)(2) because there was no
2 evidence showing Defendants was previously notified its practice violated § 226); *Willis v. Xerox*
3 *Bus. Servs., LLC*, 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) (“for a Plaintiffs to recover for a
4 ‘subsequent violation,’ an employer must have notice that it has violated the Labor Code”). As
5 such, Defendant contends that Plaintiffs’ calculation is inflated not only because of stacking, but
6 because the penalties Plaintiffs could be awarded are at an inapplicable (doubled) rate.

7 37. As a result of the mediations and the consideration of all facts, evidence, and
8 arguments presented to Plaintiffs and his counsel, the Parties agreed to settle this matter for
9 \$575,000.00.

10 38. Defendant represented that Aggrieved Employees consisted of approximately
11 2,617 individuals who worked approximately 36,229 Compensable Pay Periods, beyond training
12 and/or orientation, from October 16, 2021 to May 8, 2026. The Total Settlement Amount of
13 \$575,000.00 constitutes approximately \$15.87 per pay period before deductions for fees, costs,
14 enhancement awards, and administration costs. The Total Settlement Amount accounts for
15 approximately 8.7% and 25% of the maximum potential recovery of between \$1,004,957 to
16 \$1,537,708 given the reasonable applied risks factors.

17 39. Plaintiffs’ counsel balanced the terms of the proposed Settlement against the risk
18 of litigation and probable outcome if this matter went at trial. Based on their own respective
19 independent investigations and evaluations, and after taking into account the sharply disputed
20 factual and legal issues involved in this matter, the risks attending further prosecution of the case,
21 and the monetary benefits received under the Settlement despite the questionable nature of the
22 claims, Plaintiffs’ counsel is of the opinion that Settlement for the consideration and on the terms
23 set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests
24 of the State, Plaintiffs, and the Aggrieved Employees. Counsel for the Parties investigated the
25 applicable law as applied to the facts discovered regarding the claims of Plaintiffs, Defendant’s
26 defenses thereto and the damages claimed by Plaintiffs on behalf of the Aggrieved Employees.

27 40. I believe that the consideration and terms set forth in the Settlement Agreement are
28 fair, reasonable, and adequate and are in the best interests of the Settlement Aggrieved Employees

1 in light of all known facts and circumstances, including the various defenses asserted by
2 Defendant, and numerous potential appellate issues. In addition, the prospect of a potential
3 adverse summary judgment ruling at trial, the difficulties of complex litigation, the lengthy
4 process of establishing specific damages and various possible delays and appeals, were also
5 carefully considered in agreeing to the proposed Settlement.

6 41. Plaintiffs' Counsel considered the fact that continued litigation would likely take
7 years and would be extremely expensive given the breadth and complexity of the claims. In this
8 case, post-trial and appellate proceedings are likely to occur, which will surely drag the case far
9 into the future even with a positive trial result. When facing a distant and unsure resolution of the
10 allegations in this action, the swift, sure and substantial Settlement is all the more reasonable.
11 Avoiding such costly litigation in favor of more immediate benefits to the Aggrieved Employees
12 was a consideration favoring settlement. Given these realities, it is highly likely that the future
13 expense of this litigation, and its likely duration if the settlement is not approved, would be
14 significant and weigh heavily in favor of approval of this settlement.

15 42. I have a great deal of experience in wage and hour class and PAGA action
16 litigation. I have obtained certification and I have been approved as class counsel in many
17 wage/hour class and PAGA actions, and I am currently litigating numerous others. Although not
18 an all inclusive list, over the years I have prosecuted the following class action matters as lead
19 and/or co-lead counsel, all of which implicated similar law and facts to those associated with this
20 action:

21 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.:
22 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking
23 premium wages for meal period and rest periods and resultant penalties. Class
24 Notice pending.

25 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN
26 DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past
27 wages of overtime for mis-classification of insurance claims adjusters employed
28 by Gallagher Bassett, a third party administrator (TPA) in the State of California.

1 Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final
2 Approval granted, no objections and funds fully distributed.

3 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-
4 08-04554. Wage and Hour Class Action case seeking past wages for "off the
5 clock", overtime and meal and rest break violations for production workers in the
6 State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled,
7 Final Approval granted, no objections and funds fully distributed.

8 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638
9 ODW. Wage and Hour Class Action case seeking past wages for meal and rest
10 period violations for retail employees in the State of California. Plaintiffs' counsel
11 appointed co-lead counsel. Case settled, Final Approval granted, no objections
12 and funds fully distributed.

13 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case
14 No. SACV08-00412. Wage and Hour Class Action case seeking past wages for
15 meal and rest period violations for retail employees in the State of California.
16 Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval
17 granted, no objections and funds fully distributed.

18 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
19 County Superior Court, Case No. BC393709. Wage and Hour Class Action
20 seeking past wages for overtime, meal and rest break violations for driver
21 employees in the State of California. Settlement for "binding arbitration."
22 Arbitration Award for Plaintiffs Class. Arbitration Award confirmed. Plaintiffs'
23 counsel, lead trial counsel and class counsel.

24 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County
25 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past
26 wages for overtime, meal and rest breaks violations for production employees in
27 the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled,
28 Final Approval granted, no objections and funds fully distributed.

- h. *Acosta v. Fleetwood Travel Trailers of California, Inc.*, et al., Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.
- j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by Defendants in the State of California. Plaintiffs' counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.
- l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al.*, USDC, CENTRAL

1 DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past
2 wages for meal and rest period violations for non-exempt employees employed by
3 Defendants in the state of California. Case settled. Awaiting Preliminary
4 Approval hearing. Plaintiffs has petitioned the Court for Lead Counsel.

5 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
6 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
7 wages for field and branch employees of Defendants in the State of California.
8 Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final
9 Approval.

10 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case
11 No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
12 employees of Defendants in the State of California. Plaintiffs' counsel appointed
13 as lead counsel. Case settled, Final Approval granted, no objections and funds
14 fully distributed.

15 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court,
16 Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime,
17 meal and rest break violations for security guards employed by Defendants in the
18 State of California. Plaintiffs' counsel appointed as lead counsel. Case settled,
19 Final Approval granted, no objections and funds fully distributed.

20 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles
21 Superior Court, Case No. BC411477. Wage and Hour Class Action seeking
22 unpaid meal and rest break violations for production employees employed by
23 Defendants in the State of California. Plaintiffs counsel appointed as lead counsel.
24 Case settled, Final Approval granted, no objections and funds fully distributed.

25 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court,
26 Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal
27 and rest break violations for restaurant employees employed by Defendants in the
28 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,

Final Approval granted, no objections and funds fully distributed.

s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendants, DBA Carl's Jrs. in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail employees employed by Defendants in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendants in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by Defendants in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled; final approval granted; no objections and funds fully distributed.

w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by Defendants in the State of California. Plaintiffs counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

43. Here, the Parties' agreement to pay Counsel Fees of \$201,250.00 of the Total Settlement Amount is reasonable.

1 44. First, the requested fees are justified by the result achieved. Plaintiffs' Counsel
2 negotiated a recovery of \$575,000.00 and this result justifies the requested fees equal 35% of this
3 recovery (\$201,250.00). This percentage is within the standard contingent recovery percentage.
4 Second, the requested fees are justified by the work performed and are less than the lodestar. As
5 of the date of filing, Plaintiffs' Counsel worked approximately 259.60 documented hours on this
6 case with numerous additional hours. Attorney James Hawkins spent 71.2 hours, Attorney
7 Gregory Mauro spent 113.8, Attorney Ava Issary spent approximately 38.4 hours, and Paralegal
8 Melissa Whitson spent 36.2 hours. The Lodestar total is approximately \$214,017.00.

9 45. Plaintiffs are not seeking "enhancement" or "service" awards in the traditional
10 sense. Rather, Plaintiffs request a modest enhancement payment of \$5,000 each in recognition of
11 the fact that, unlike the aggrieved employees, they are executing broader general releases
12 encompassing all potential claims — not limited to those released under PAGA. These payments
13 are not conditioned on aggrieved employee participation and are separate from the PAGA
14 allocation, reflecting Plaintiffs' agreement to provide a comprehensive release of claims that
15 extends beyond the statutory PAGA period and scope. Plaintiffs have also devoted significant
16 time and effort assisting counsel in the investigation, drafting, and resolution of this matter. As
17 individuals in the same industry, Plaintiffs understood that pursuing a claim of this nature could
18 expose them to reputational harm and diminished employment opportunities, as well as potential
19 stigma from colleagues or future employers. Despite those risks, they chose to proceed in the
20 public interest to help enforce California's labor laws on behalf of all aggrieved employees. The
21 requested payments are reasonable consideration for Plaintiffs' broader releases, cooperation, and
22 the reputational risks undertaken in bringing this action. Plaintiffs respectfully submit that their
23 enhancement payment of \$5,000 each is proportionate and appropriate under the circumstances.

24 46. In addition to the PAGA settlement contemplated by the Settlement Agreement,
25 the Settlement provides for Individual Settlement Payments to Plaintiffs Hill and Harper in
26 consideration for their respective general releases of claims arising out of their employment with
27 Defendant MORNING STAR.

28 47. Specifically, subject to Court approval, Plaintiff Hill will receive an Individual

1 Settlement Payment of no more than Ten Thousand Dollars (\$10,000.00) in consideration for a
2 general release of all claims he may have against Defendant MORNING STAR arising out of his
3 employment. This Individual Settlement Payment will be paid from the Total Settlement Amount.

4 48. Subject to Court approval, Plaintiff Harper will receive an Individual Settlement
5 Payment of Ten Thousand Dollars (\$10,000.00) in consideration for a general release of all
6 claims he may have against Defendant MORNING STAR arising out of his employment. This
7 Individual Settlement Payment will likewise be paid from the Total Settlement Amount.

8 49. Pursuant to the Settlement Agreement, the Individual Settlement Payments to
9 Plaintiffs Hill and Harper will be treated and reported for tax purposes as non-wage payments.
10 The PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

11 50. Finally, the award of litigation expenses is based upon the actual expenses incurred
12 by Plaintiffs and Plaintiffs' Counsel, and were all reasonably necessary to the litigation, and are
13 detailed in **Exhibit 2** attached hereto. Under the Agreement, Plaintiffs' Counsel will be
14 recovering litigation expenses in the total amount of \$47,728.03.

15 51. The Parties have jointly selected ILYM Group, Inc. to serve as the PAGA
16 Administrator and verified that, as a condition of appointment, the Administrator agrees to be
17 bound by the Parties' Settlement Agreement and to perform, as a fiduciary, all duties specified in
18 the Settlement Agreement in exchange for the payment of Settlement Administration Costs. The
19 Parties have no interest or relationship, financial or otherwise, with the Administrator, other than
20 a professional relationship arising out of prior experiences administering settlements.

21 52. The California Labor Workforce Development Agency ("LWDA") is being served
22 with a copy of this motion with the Settlement Agreement through the online process as required
23 by Labor Code § 2699(l). This service on the LWDA is verified in the separately filed proof of
24 service.

25 I declare under penalty of perjury that the foregoing is true and correct. Executed on
26 September 24, 2026 at Irvine, California.

27 
28 James R. Hawkins

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Exhibit 1

**REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is made between Plaintiff JONATHAN LEE HILL (“Plaintiff Hill”) and Plaintiff SEAN PAUL HARPER (“Plaintiff Harper”) (collectively, “Plaintiffs”), on behalf of themselves, all others similarly situated, and as representatives of the State of California under the Private Attorneys General Act of 2004 (“PAGA”) as to themselves and the Aggrieved Employees (as defined in Section 1(c) on the one hand), and Defendant THE MORNING STAR TRUCKING COMPANY, LLC (“MORNING STAR” or “Defendant”) on the other hand, subject to approval by the Court. Plaintiffs and Defendant will at times be referred to collectively as the “Parties” and may individually be referred to as a “Party.”

1. Definitions.

(a) “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint, to administer the Settlement.

(b) “Settlement Administration Costs” means the amount the Administrator will be paid from the Total Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

(c) “Aggrieved Employees,” “PAGA Member” or “PAGA Members” means all non-exempt employees who are or were previously employed by MORNING STAR in California and performed work beyond training or orientation at any time during the period of October 16, 2021 to May 8, 2026. Defendant MORNING STAR represents that as of May 8, 2026, a total of approximately 2,617 PAGA Members worked approximately 36,229 pay periods (beyond training and/or orientation) between October 16, 2021 to May 8, 2026.

(d) “PAGA Member Data” means PAGA member identifying information in MORNING STAR’s possession including the PAGA Members’ full name, last-known mailing address to the extent available in MORNING STAR’S business records, Social Security number, and number of PAGA Pay Periods worked during the PAGA Period, beyond training and/or orientation.

(e) “PAGA Member Address Search” means the Administrator’s investigation and search for PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Members.

(f) “Approval Order” means the Yolo Court Superior Court’s order granting approval of PAGA Settlement.

(g) “Court” means the Superior Court of California, County of Yolo.

(h) “Defense Counsel” means Meagan Bainbridge and Nikki Mahmoudi of Weintraub Tobin Chediak Coleman Grodin Law Corporation.

(i) “Effective Date” means the date on which the Court enters an order approving the PAGA Settlement.

(j) “Total Settlement Amount” means the \$575,000 MORNING STAR shall pay for the resolution of Plaintiffs’ PAGA Claims on behalf of themselves and other PAGA Members, as well as for the release of Plaintiffs’ individual claims. The Total Settlement Amount shall be the maximum amount payable by MORNING STAR and shall cover the Labor and Workforce Development Agency (“LWDA”)’s share of PAGA Penalties, Plaintiffs’ Service Awards and Individual Settlement Payments (discussed further below), Plaintiffs’ Attorneys’ Fees and Attorneys’ Expenses, PAGA Penalties that will be distributed to PAGA members, and Settlement Administration Expenses. The Total Settlement Amount shall be all-in with no reversion to MORNING STAR and no claim forms required.

(k) “PAGA Member Payment” means the PAGA Members’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Member worked (beyond training and/or orientation) during the PAGA Period.

(l) “Judgment” means the judgment entered by the Court based upon the Court’s approval of the Settlement.

(m) “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699.

(n) “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) prior to its amendment on July 1, 2024.¹

(o) “Net PAGA Settlement Amount” shall be the amount remaining after deducting the following from the Total Settlement Amount: Plaintiffs’ Attorneys’ Fees and Attorneys’ Expenses; Plaintiffs’ Service Awards and Individual Settlement Payments; and Settlement Administration Expenses. The Net PAGA Settlement Amount shall be fully allocated as PAGA Penalties under Labor Code section 2699, of which (75%) will be sent to the LWDA and the remaining (25%) will be allocated to PAGA Members based on the proportional number of pay periods each PAGA Member worked for MORNING STAR (beyond training and/or orientation) during the PAGA Period.

(p) “Notice of PAGA Settlement” means the letter, substantially similar to the form attached hereto as Exhibit A, explaining the Settlement to the PAGA Members, which will accompany each settlement check.

¹ Any discussion or reference of Labor Code section 2698, *et seq.*, is referring to the Code section prior to its amendment on July 1, 2024.

(q) “PAGA Counsel” means James R. Hawkins, Gregory Mauro, Michael Calvo, Lauren Falk, and Ava Issary of James Hawkins APLC.

(r) “Plaintiffs’ Attorneys’ Fees and Attorneys’ Expenses” shall mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Hill PAGA Action (defined below) and Harper PAGA Action (defined below), subject to Court approval. MORNING STAR will not oppose Plaintiffs’ Attorneys’ Fees request up to 35% of the Total Settlement Amount, in an amount equal to no more than \$201,250. MORNING STAR shall also agree not to oppose Plaintiffs’ Attorneys’ Expenses according to proof, in the amount of no more than \$48,000. In the event the Court approves less than the amount of Attorneys’ Fees and Attorneys’ Expenses that PAGA Counsel requests, this Agreement shall continue to remain in place and the difference between the requested and awarded amounts will be added to the Net PAGA Settlement Amount. The Court’s reduction of the award of Attorneys’ Fees and Attorneys’ Expenses shall not give cause for the settlement to be invalidated by Plaintiffs. The Administrator will report these payments on IRS Form 1099 issued to PAGA Counsel.

(s) “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period, beyond training and/or orientation.

(t) “PAGA Period” means the period from October 16, 2021 to May 8, 2026.

(u) “PAGA” means the Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*)

(v) “Released PAGA Claims” means the claims being released by Plaintiffs, PAGA Members, State of California and PAGA Counsel and as described in Section 9 below.

(w) “Released Parties” shall include Defendant MORNING STAR and any of its current or past predecessors, successors, assigns, affiliates, subsidiaries, parent companies, current and past employees, insurers, underwriters, agents, consultants, legal representatives, and any other related entities, and all of its past and present officers, shareholders, owners, members, directors, partners, agents, managers, attorneys, predecessors-in-interest and successors-in-interest.

(x) “Plaintiffs’ Service Awards” shall mean the payment to Plaintiffs for initiating and providing services in support of the Hill PAGA Action and Harper PAGA Action.

2. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Hill is a former non-exempt employee of Defendant MORNING STAR. Plaintiff Hill was employed by MORNING STAR as a driver from approximately May 2021 through October 2021. Plaintiff Harper is a former non-exempt employee of Defendant MORNING STAR. Plaintiff Harper was employed by MORNING STAR as a driver from approximately July 2017 through October 2024.

(b) On December 20, 2022, Plaintiff Hill filed a PAGA Complaint in Yolo County Superior Court, Case No. CV2022-2267, entitled *JONATHAN LEE HILL v. CALIFORNIA SUN GROWER SERVICES COMPANY LLC, et al.*, asserting the following causes of action on an individual and representative basis against Defendant California Sun Grower Services Company, LLC (“CSG”): (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant’s employ, (e) failing to provide accurate itemized wage statements, (f) failure to reimburse expenses, and (g) failing to provide a day’s rest in seven (the “Hill PAGA Action”) The “Hill PAGA Action” is defined to include any amendments made to the Hill PAGA Action filed in the Yolo County Superior Court.

(c) Prior to filing the Hill PAGA Action, on October 13, 2022, Plaintiff Hill submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for CSG’s alleged violations of California Labor Code sections as outlined in the Hill PAGA Action, thereby initiating LWDA Case Number LWDA-CM-913764-22 (the “Hill PAGA Notice”).

(d) On October 11, 2024, Plaintiff filed a Request for Dismissal of Defendant California Sun Grower Services Company, LLC from the Hill PAGA Action and filed an Amended Notice to the LWDA on February 21, 2024, informing them of the addition of MORNING STAR as a Defendant. (“Amended Hill PAGA Notice”) On August 21, 2024, Plaintiff Hill filed a Doe Amendment to the Hill PAGA Action adding Defendant MORNING STAR to the Hill PAGA Action. Collectively the “Hill PAGA Notice” and “Amended Hill PAGA Notice” are the “Hill PAGA Notices.”

(e) On October 1, 2025, Plaintiff Harper filed a Class Action Complaint in Merced County Superior Court, Case No. 25CV-05678, entitled *SEAN PAUL HARPER v. THE MORNING STAR TRUCKING COMPANY LLC, et al.*, (the “Class Action”) asserting the following causes of action on a class or representative basis against MORNING STAR and CSG: Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194; Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512 and IWC Wage Orders; Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512 and IWC Wage Orders; Failure to Pay Timely Wages Required by Labor Code § 203; Failure to Provide Accurate Itemized Wage Statements as Required by Labor Code § 226; Failure to Indemnify Necessary Business Expenses as Required by Labor Code § 2802; Failure to Pay Reporting Time Pay; Violation of Labor Code § 223; Failure to Provide a Days Rest in Seven as Required by Labor Code § 551-552; Wage Discrimination under the CA Equal Pay Act; and Violation of Business & Professions Code § 17200, et seq.

(f) On December 8, 2025, Plaintiff Harper filed a PAGA Complaint in Merced County Superior Court Case No. 25CV-06816, entitled *SEAN PAUL HARPER v. THE MORNING STAR TRUCKING COMPANY LLC, et al.*, asserting the following cause of action on an individual

and representative basis against MORNING STAR and CSG: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay wages timely during employment and upon separation, (e) failure to provide accurate itemized wage statements, (f) failure to reimburse necessary business expenses, (g) failure to pay reporting time pay, (h) failure to provide a days rest in seven, (i) violation of labor code section 223, and (j) violation of California Equal Pay Act (“Harper PAGA Action”).

(g) Prior to filing the Harper PAGA Action, on October 1, 2025, Plaintiff Harper submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for MORNING STAR and CSG’S alleged violations of California Labor Code sections as outlined in the Harper PAGA Action. (“Harper PAGA Notice.”)

(h) MORNING STAR generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged in the Class Action, Hill PAGA Action and Harper PAGA Action, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Class Action, Hill PAGA Action, and Harper PAGA Action are not appropriate for class or PAGA treatment. MORNING STAR asserts several defenses to the claims and denies any wrongdoing or liability arising out of any of the alleged facts or conduct in the Class Action, Hill PAGA Action and Harper PAGA Action. Neither this Agreement nor any document referred to or contemplated herein, nor any statements, discussions or communications, nor any action taken to carry out this Agreement, is or may be construed, or may be used as an admission, concession or indication by or against MORNING STAR or any of the Released Parties (as defined below) of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against MORNING STAR, other than for settlement purposes only.

(i) On October 22, 2025, Plaintiffs and MORNING STAR participated in mediation presided over by Michael Loeb, Esq., a well-respected and experienced wage and hour mediator, which eventually led to this Agreement after months of continued informal discussions to settle the Actions between the Parties. Prior to and following mediation, Plaintiffs obtained various documents and information that allowed the Parties to evaluate the potential exposure and potential risk, such as MORNING STAR’S employee handbooks, policies and procedures related to the claims alleged in Plaintiff Hill’s PAGA Action and Plaintiff Harper’s PAGA Action, Plaintiff Hill’s personnel file and payroll and time records, and a sample of time and pay records for PAGA Members (as defined below).

(j) The Parties believe the settlement is fair and adequate in light of the strengths and weaknesses of their respective positions and the purposes of PAGA.

(k) There has been no determination on the merits of the Class Action, Hill PAGA Action, Harper PAGA Action, or related PAGA Notices, but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Class Action, Harper PAGA Action and Hill PAGA Action and Released Claims (as defined in Section 9 below).

(1) The Parties, Plaintiffs' Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **Non-Admission of Wrongdoing.** The Parties acknowledge and understand that each of them denies any wrongdoing whatsoever in connection with one another, and this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense, and uncertainty of litigation. The Parties understand and agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties (defined below) of wrongdoing or evidence of any liability or unlawful conduct of any kind.

4. **Monetary Terms.**

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, MORNING STAR shall pay the maximum gross sum of \$575,000.00 (the "Total Settlement Amount") to resolve the Hill PAGA Action and Harper PAGA Action, and Released Claims (as defined in Section 9 below), subject only to the potential pro-rata increase as described in Section 4(b)(7) below. MORNING STAR shall pay the Total Settlement Amount by the deadline stated in Section 7(d)(i) of this Agreement, and has no obligation to pay the Total Settlement Amount prior to that deadline. ILYM Group, Inc., the neutral entity the Parties have agreed to appoint, to administer the Settlement, will disburse the entire Total Settlement Amount without asking or requiring PAGA Members, to submit any claim as a condition of payment. None of the Total Settlement Amount will revert to MORNING STAR.

(b) The Administrator will make and deduct the following payments from the Total Settlement Amount, subject to Court approval:

(1) **Attorney Fees and Costs:** Plaintiffs' Attorneys' Fees in the amount of no more than 35 percent of the Total Settlement Amount, which is \$201,250.00, and Plaintiffs' Attorneys' Expenses according to proof, in an amount of not more than \$48,000². MORNING STAR will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a Motion for PAGA Approval, within sixty (60) calendar days of execution of the long form PAGA Settlement Agreement, including for approval of Plaintiff's Attorneys Fees and Attorneys' Expenses. If the Court approves the Plaintiffs' Attorneys' Fees and Attorneys' Expenses less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Plaintiffs' Attorneys' Fees and Attorneys' Expenses Payment. The Administrator will pay Plaintiffs' Attorneys' Fees and Attorneys' Expenses using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the Plaintiffs' Attorneys Fees and Attorneys' Expenses Payment and holds MORNING STAR harmless and indemnifies

² Plaintiffs' counsel's current costs are estimated to be at \$47,728.03

MORNING STAR, from any dispute or controversy regarding any division or sharing of any of these Payments.

(2) Settlement Administration Costs: Reasonable costs and expenses of administration of the Settlement up to the amount of \$12,950.00 to ILYM Group, Inc., except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Costs are less or the Court approves payment less than \$12,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

(3) Individual Settlement Payments:

a. For a general release of all claims Plaintiff Hill may have against MORNING STAR arising out of his employment, MORNING STAR agrees to pay Plaintiff Hill the sum of no more than Ten Thousand Dollars (\$10,000) ("Individual Settlement Payment"), subject to Court approval. The Individual Settlement Payment will be paid from the Total Settlement Amount. The Individual Settlement Payment will be treated and reported for tax purposes as a non-wage payment and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

b. For a general release of all claims Plaintiff Harper may have against Defendant MORNING STAR arising out of his employment, MORNING STAR agrees to pay Plaintiff Harper the sum of Ten Thousand Dollars (\$10,000) ("Individual Settlement Payment"), subject to Court approval. The Individual Settlement Payment will be paid from the Total Settlement Amount. The Individual Settlement Payment will be treated and reported for tax purposes as a non-wage payment and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

c. Plaintiffs will assume full responsibility and liability for the payment of taxes due on the Individual Settlement Payments. Plaintiffs acknowledge that neither Defendant, Defense counsel, PAGA Counsel, nor the Administrator has made any representation regarding the tax consequences of the Individual Settlement Payments and shall not be responsible or liable for any taxes, interest, penalties, or other amounts that may be assessed in connection therewith.

d. Plaintiffs and PAGA Counsel understand that if the Court approves Individual Settlement Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.

(4) Plaintiffs' Service Awards: Subject to Court approval, Defendant agrees not to oppose service awards in the amount of Five Thousand Dollars (\$5,000.00) to each Plaintiff, in recognition of their efforts undertaken on behalf of the State of California and PAGA Members, including, but not limited to, assisting counsel with the investigation and prosecution of the Hill PAGA Action and Harper PAGA Action, reviewing documents, providing factual information, participating in discovery, and supporting the resolution of the Hill PAGA Action and Harper PAGA Action. Any service awards approved by the Court shall be paid from the Total Settlement Amount. In the event the Court approves service awards in an amount less than

requested, the difference shall remain part of the Net Settlement Amount and shall not revert to Defendant. Plaintiffs' Service Awards will be treated and reported for tax purposes as a non-wage payment and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required. Plaintiffs will assume full responsibility and liability for the payment of taxes due on Plaintiffs' Service Awards.

(5) Plaintiffs' Attorneys' Fees and Attorneys' Expenses, the Settlement Administration Costs, Plaintiffs' Individual Settlement Payments and Plaintiffs' Service Awards, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(6) The Net Settlement Amount is \$282,800. Seventy-five percent (75%) of the Net Settlement Amount, in an amount no less than \$212,100, will be distributed to the LWDA ("LWDA Payment"); while the remaining twenty-five percent (25%), in an amount no less than \$70,700, will be distributed to PAGA Members. The Administrator will calculate each PAGA Member Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties (in an amount no less than \$70,700) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period (beyond training and/or orientation) and (b) multiplying the result by each PAGA Members' PAGA Period Pay Periods worked (beyond training and/or orientation). PAGA Members assume full responsibility and liability for any taxes owed on their PAGA Member Payment.

(7) Escalator Clause: The Parties understand that there are approximately 36,229 pay periods during the PAGA Period where PAGA Members performed work beyond training and/or orientation through October 16, 2021 to May 8, 2026. Should the actual number of pay periods during the PAGA Release Period increase beyond 10%, MORNING STAR s shall have the option to (a) increase the Total Settlement Amount proportionately for each additional pay period worked above the 10% buffer (e.g. if the number of pay periods or workweeks increases by 11%, the Total Settlement Amount will increase by 1%), or (b) end the release period on the date the Aggrieved PAGA Employees reach the ten percent (10%) threshold.

(8) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Plaintiffs' Attorneys' Fees and Attorneys' Expenses, Plaintiff's Individual Settlement Payments, Plaintiffs' Service Awards, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in this Section 4(b) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

5. Dismissal of California Sun Grower Services Company, LLC, the Harper Class Action, and Harper PAGA Action.

California Sun Grower Services Company, LLC is a named defendant in the Class Action and Harper PAGA Action. California Sun Grower Services Company, LLC is a payroll service provider for The Morning Star Trucking Company, LLC. Upon the Parties' execution of this Settlement Agreement and the Court entering an order approving the PAGA Settlement, Plaintiff

Sean Paul Harper agrees to (1) dismiss his individual claims with prejudice and dismiss the class claims without prejudice in the matter of *Sean Paul Harper v. The Morning Star Trucking Company, LLC, et al.*, Merced County Superior Court, Case No. 25CV-05678, based upon the existence of an arbitration agreement entered into between Sean Paul Harper and The Morning Star Trucking Company, LLC, and (2) dismiss his individual claims with prejudice and dismiss the PAGA claims without prejudice in the Harper PAGA Action, within ten (10) court days of the Effective Date. Given the Hill PAGA Action and Harper PAGA Action are currently pending in different counties, Plaintiff Harper and Plaintiff Hill will take all necessary steps and be responsible for all necessary costs of amending the Hill PAGA Action to include Plaintiff Harper as a Plaintiff to the Hill PAGA Action and to include the claims alleged in the Harper PAGA Action to the Hill PAGA Action, including the submission of any PAGA Notices to the LWDA. Plaintiffs will ensure any necessary steps are timely taken to ensure PAGA Approval in the Hill PAGA Action and to ensure dismissal of the Harper PAGA Action and Class Action.

6. **Court Approval is Required.** Plaintiffs understand and agree that the State of California and Aggrieved Employees, including Plaintiffs, would not receive the consideration specified in Section 4 above, except for Plaintiffs' and PAGA Counsel's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement.

(a) In the event (i): the Court does not grant Plaintiff's Motion for PAGA Approval and approve the Released PAGA Claims specified herein; or (ii) the Settlement does not become final for any other reason (including by the Appellate Court), this Settlement Agreement shall be null and void. A reduction of Plaintiffs' Attorneys' Fees and Attorneys' Expenses and Plaintiff's Individual Settlement Payments and Plaintiffs' Service Award shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Agreement shall be treated as void from the beginning, and the provisions contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, any funds to be awarded under this Agreement shall be returned to Defendant MORNING STAR within ten (10) days of Defendant MORNING STAR's written demand, based on items (i) or (ii) herein, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid equally by both Parties.

7. **Funding and Settlement Administration.**

(a) Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

(b) Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

(c) Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 1.468B-1.

(d) Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- i. Within thirty (30) days of the Effective Date, the Total Settlement Amount shall be funded by Defendant MORNING STAR. If the date by which payment by Defendant MORNING STAR is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.
- ii. Defendant MORNING STAR will in good faith compile contact information regarding PAGA Members from its records and provide the PAGA Member Data to the Administrator, in the form of a Microsoft Excel Spreadsheet, in a secure manner on a confidential basis within 14 days of the Effective Date. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. 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 PAGA Member Data.
- iii. Using best efforts to perform as soon as possible, and in no event later than 14 days after the Administrator's receipt of the Total Settlement Amount, the Administrator will mail checks for all PAGA Member Payments (postage prepaid) via first-class United States Postal Service ("USPS") mail, as well as the Notice of PAGA Settlement with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The Notice of PAGA Settlement shall be sent in English and Spanish and will identify the

dollar amounts of any PAGA Member PAGA Payment payable to the PAGA Member, and the number of PAGA Pay Periods used to calculate these amounts. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database, and update addresses for PAGA Members to the extent updated addresses are located through the search. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date.

- iv. Plaintiffs' Service Awards and Individual Settlement Payments, Plaintiffs' Attorneys' Fees and Attorneys' Expenses, and the LWDA's share of PAGA penalties shall be funded and payable by the Administrator within 14 days after the Administrator's receipt of the Total Settlement Amount. Disbursement of the Plaintiffs' Service Awards and Individual Settlement Payments and Plaintiffs' Attorneys' Fees and Attorneys' Expenses shall not precede disbursement of PAGA Member Payments.
- v. No later than 14 days after the Settlement Administrator receives the PAGA Member Data and Total Settlement Amount shall the Administrator transmit Settlement Administration Costs to itself, only after the PAGA Member Payments have been mailed to all PAGA Members.
- vi. The Administrator must conduct an address search for PAGA Members whose checks are returned undelivered without a USPS forwarding address. The address search shall require the Administrator's investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Members. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Administrator's address search. The Administrator need not taken further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date.
- vii. For any PAGA Member whose PAGA Member Payment check is uncashed and cancelled after the void date, the Administrator shall

transmit the funds represented by such checks to Legal Aid at Work, in the name of the PAGA member.

- viii. The payment of PAGA Member Payments shall not obligate Defendant MORNING STAR to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond these specified in this Agreement.
- ix. One hundred percent (100%) of the PAGA Member Payments are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. PAGA Members' Payments will be reported on an IRS Form 1099, as required by the IRS.

(e) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

8. Approval and Implementation of the PAGA Settlement.

(a) The Parties agree to cooperate and take any and all steps required in the Harper PAGA Action and Hill PAGA Actions to implement this Settlement and terminate the Hill PAGA Action and Harper PAGA Action pursuant to this Settlement (i.e., to terminate the Action by way of judgment or dismissal), including among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Yolo County Superior Court and Merced County Superior Court.

(b) PAGA Counsel agrees to prepare and file a Motion for PAGA Approval, within sixty (60) calendar days of execution of this Settlement Agreement. Defendant MORNING STAR agrees not to oppose Plaintiffs' Motion for PAGA Approval regarding settlement of the PAGA Members to the extent it comports with this Settlement Agreement and the Parties' executed Memorandum of Understanding. PAGA Counsel is also responsible for delivering the Court's Approval Order and Final Judgment to the Administrator. PAGA Counsel's filing shall include all documents necessary for obtaining approval of the PAGA Settlement, including (a) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Member Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Members or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel, or Defense Counsel; (b) a signed declaration by PAGA Counsel attesting to their timely transmission to the LWDA of all necessary documents pursuant to Labor Code section 2699, *et al.*, and all facts relevant to any actual or potential conflicts of interest with PAGA Members and/or the Administrator, (c) a signed declaration by Plaintiffs attesting to all facts relevant to any actual or potential conflict of interest with PAGA members

and/or the Administrator; and (d) a draft Proposed Order granting approval of the PAGA Settlement. PAGA Counsel shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing papers in support of the PAGA Settlement. PAGA Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning any motion or stipulation for approval of the PAGA Settlement. In their declarations, Plaintiffs and PAGA Counsel shall aver that, other than the Class Action and Harper PAGA Action, they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

(c) **Duty to Cooperate.** If the Parties disagree on any aspect of the Motion for Approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will work together on behalf of the Parties by meeting in person or by telephone, and in good faith, try to resolve the disagreement. If the Court does not grant the Motion for Approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously attempt to work together on behalf of the Parties by meeting in person or by telephone, and in good faith, try to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the Settlement Administration Expenses, Plaintiffs' Service Awards and Individual Settlement Payments, and/or Plaintiffs' Attorneys' Fees and Attorneys' Expenses shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9. Release of Claims by Plaintiffs, Aggrieved Employees, and the State of California.

(a) Upon the date the Court enters an order approving the PAGA Settlement Agreement and Defendant MORNING STAR's full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and PAGA Members will be deemed to have knowingly and voluntarily fully, finally, and forever released and discharged Defendant MORNING STAR and the Released Parties as follows:

(b) All PAGA Members are deemed to release through Plaintiff, an authorized agent of the LWDA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties alleged, based on the PAGA Period, in the Hill PAGA Notices and Harper PAGA Notice, as well as any PAGA Notice submitted to amend the Hill PAGA Action, and Hill PAGA Action, including, e.g. claims for PAGA Penalties based on (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (5) failure to reimburse necessary business expenses; (6) failure to pay reporting time pay; (7) failure to provide a days rest in seven; (8) violation of Labor Code section 223; (9) violation of California Equal Pay Act; and (10) failure to provide accurate itemized wage statements. This release includes all theories of liability predicated on the above Labor Code provisions.

(c) All PAGA Members are deemed to release through Plaintiff, an authorized agent of the LWDA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims pertaining to the Plaintiffs' Attorneys' Fees and Attorneys' Expenses

Payments incurred in connection with or any way related to, the Hill PAGA Action and Harper PAGA Action, the facts stated in the Hill PAGA Action and Harper PAGA Action, and/or the Hill PAGA Notice and Harper PAGA Notice, except for the right to enforce the provisions of the Settlement providing for the Plaintiffs' Attorneys' Fees and Attorneys' Expenses Payments.

Plaintiffs Jonathan Hill and Sean Paul Harper, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall each generally release all claims against the Released Parties, whether or not alleged in the Hill PAGA Action, or LWDA PAGA Notices sent on behalf of Plaintiffs, up to the end of the PAGA Period, arising out of Plaintiffs' respective employment with Defendant MORNING STAR, payment of wages during that employment and the cessation of that employment, and/or the violation of any federal, state or local statute, rule, ordinance, or regulation. With respect to Plaintiffs' release, Plaintiffs stipulate and agree that, Plaintiffs, for themselves only, shall be deemed to have expressly waived and relinquished to the fullest extent permissible by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, which are as follows:

(d) A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(e) Plaintiffs' Release does not prohibit Plaintiffs from participating in an Equal Employment Opportunity Commission ("EEOC") or a federal, state or local administrative agency investigation or proceeding. Plaintiffs agree to waive their right to monetary or other recovery should any claim be pursued with the EEOC or administrative agency on their behalf arising out of or relating to their employment with and/or separation with MORNING STAR. In addition, Plaintiffs' Release shall not be construed in any way to waive any rights or benefits that may not be waived pursuant to applicable law.

(f) Plaintiffs warrant that they are not currently aware of any other claims against Defendant MORNING STAR or any of the Released Parties with respect to their employment or the employment of others, other than the Hill PAGA Action, the Class Action, and Harper PAGA Action.

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

11. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiffs Attorneys' Fees and Attorneys' Expenses Payment as set forth in this Agreement, the Parties, their respective counsel, and PAGA Members waive all rights to appeal from the Judgment, including all rights to post-

judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If a third party appeals the Judgment, the Parties' obligation to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

12. **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by PAGA Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain an Order approving the PAGA Settlement, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. Any appellate decision to vacate, reverse, or modify the Court's award of the Plaintiff's Individual Settlement Payments, Plaintiffs' Service Award, or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the PAGA Total Settlement Amount remains unchanged.

13. **Amended Judgment.** If any amended judgment is required, the Parties will work together in good faith to jointly submit a proposed amended judgment.

14. **Governing Law and Interpretation.**

(a) This Settlement Agreement, and Exhibit A, shall be governed and conformed in accordance with the laws of the State of California, without regard to conflict of law principles. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

15. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

16. **Confidentiality.** The Parties shall keep the terms of the settlement confidential, except as necessary to obtain Court approval, to notify the LWDA, and effectuate the terms of the settlement. Plaintiffs and PAGA Counsel agree they have not and will not publish the Settlement Agreement. In response to any inquiries, except as required by law, Plaintiffs will

state that “the case was resolved, and it was resolved confidentially.” PAGA Counsel will not report the Agreement in any medium or in any publication, shall not post or report anything regarding Plaintiffs’ or the PAGA Member’s claims or the Agreement on its website, and shall not contact any reporters or media regarding the Agreement. Despite this provision, PAGA Counsel can discuss the Settlement Agreement with Plaintiffs and PAGA Members and in any filings with the Court, as well as in submitting any proposed settlement to the LWDA. This paragraph does not restrict PAGA Counsel’s communications with Plaintiffs or PAGA members in accordance with any ethical obligations owed to PAGA Members. Additionally, nothing in this Agreement prevents Plaintiffs from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that she has reason to believe is unlawful, nor does the Agreement limit Plaintiff’s rights under Section 7 of the National Labor Relations Act to self-organize, form, join or assist labor organizations, bargain collectively through chosen representatives or to engage in concerted activities for purposes of collective bargaining or other mutual aid or protection.

(a) To the extent permitted by law, all agreements made, and orders entered during the Harper PAGA Action and Hill PAGA Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

17. **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any PAGA member to appeal from the Judgment. Nothing in this paragraph shall be construed to restrict PAGA Counsel’s ability to communicate with PAGA Members in accordance with any ethical obligations PAGA Counsel owes to PAGA Members.

18. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Hill PAGA Action and Harper PAGA Action upon execution of this Agreement, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The Parties to this Settlement Agreement are represented by competent counsel and have had an opportunity to consult with Counsel prior to the execution of this Agreement.

(d) The Parties agree that the Court shall retain continuing jurisdiction over the Hill PAGA Action and Harper PAGA Action under Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this Agreement.

(e) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(f) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Michael Loeb, Esq. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, or otherwise if any disputes arise out of or relating to the Settlement and/or dismissal of the Hill PAGA Action, Harper PAGA Action, and the Class Action, the Parties can seek the assistance of Mediator Michael Loeb, Esq. The Parties will split the cost of the Mediator for any such time incurred by the Mediator in reaching such resolution and all Parties will bear their own attorneys' fees and other costs incurred.

(g) If Plaintiffs or MORNING STAR fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(h) No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

(i) No Tax Advice. Neither Plaintiffs, PAGA Counsel, MORNING STAR, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

(j) Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

(k) Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

(l) Use and Return of PAGA Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of PAGA Data, including PAGA Member time records, wage records, and personnel file documents, provided to PAGA Counsel by Defendant MORNING STAR in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of PAGA Data received from Defendant MORNING STAR unless, prior to the Administrator's payment of all Settlement Funds, Defendant MORNING STAR makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Data.

(m) Calendar Days. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar days. In the event day date or deadlines set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND MORNING STAR, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Dated: _____, 2026

JONATHAN LEE HILL
Plaintiff
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Dated: 7/27/2026
_____, 2026

Signed by: 

054003C9D7DA4D6...
SEAN PAUL HARPER
Plaintiff
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Dated: _____, 2026

THE MORNING STAR TRUCKING COMPANY
LLC
Defendant

By: _____

Print Name: _____

Title: _____

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

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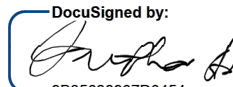
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(m) Calendar Days. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar days. In the event day date or deadlines set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND MORNING STAR, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Dated: 7/27/2026, 2026

DocuSigned by:

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JONATHAN LEE HILL
Plaintiff
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Dated: _____, 2026

SEAN PAUL HARPER
Plaintiff
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Dated: _____, 2026

THE MORNING STAR TRUCKING COMPANY
LLC
Defendant

By: _____

Print Name: _____

Title: _____

(m) Calendar Days. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar days. In the event day date or deadlines set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND MORNING STAR, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

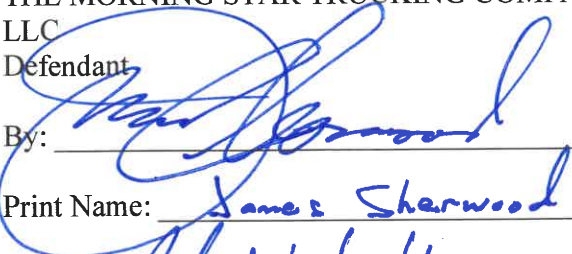
Dated: _____, 2026

JONATHAN LEE HILL
Plaintiff
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Dated: _____, 2026

SEAN PAUL HARPER
Plaintiff
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

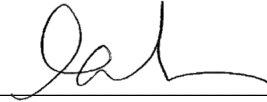
Dated: July 28, 2026

THE MORNING STAR TRUCKING COMPANY
LLC
Defendant
By: 
Print Name: James Sherwood
Title: Administration

Approved as to form and content:

Dated: 07/27/2026, 2026

JAMES HAWKINS APLC



James Hawkins
Gregory Mauro
Ava Issary
*Counsel for Plaintiff and Aggrieved
Employees*

WEINTRAUB TOBIN CHEDIAK
COLEMAN GRODIN
LAW CORPORATION

Dated: _____, 2026

Meagan Bainbridge
Nikki Mahmoudi
*Counsel for Defendant THE MORNING
STAR TRUCKING COMPANY, LLC*

Approved as to form and content:

JAMES HAWKINS APLC

Dated: _____, 2026

James Hawkins
Gregory Mauro
Ava Issary
*Counsel for Plaintiff and Aggrieved
Employees*

WEINTRAUB TOBIN CHEDIAK
COLEMAN GRODIN
LAW CORPORATION

Dated: July 30, 2026


Meagan Bainbridge
Nikki Mahmoudi
*Counsel for Defendant THE MORNING
STAR TRUCKING COMPANY, LLC*

EXHIBIT A

[Exhibit A]- Notice of PAGA Settlement

<<Mailing Date>>

[Settlement Administrator Name]
[Settlement Administrator Address]

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *JONATHAN LEE HILL v. CALIFORNIA SUN GROWER SERVICES COMPANY, LLC, et al., et al.* Yolo County Superior Court, Case No. CV2022-2267

Dear <<First Name>><<Last Name>>:

You have received this notice because The Morning Star Trucking Company, LLC's ("Defendant") records indicate that you worked or have worked for Defendant as a non-exempt employee, beyond attending training and/or orientation, at some time between October 16, 2021 to May 8, 2026 (the "PAGA Period.") This notice relates to the Settlement of the lawsuit titled *Jonathan Lee Hill v. California Sun Grower Services Company, LLC*, pending in the Superior Court of California, County of Yolo, Case No. CV2022-2267 (the "Hill Action"), filed by two of Defendant's former employees, Jonathan Hill and Sean Paul Harper, who sought payment of penalties under the California Private Attorney General Act ("PAGA") during the PAGA Period as applied to all non-exempt employees who are or were previously employed by Defendant in California and performed work beyond training or orientation at any time during the period of October 16, 2021 to May 8, 2026 ("PAGA Members" or "Aggrieved Employees").

On December 20, 2022, Plaintiff Jonathan Hill filed the Hill Action, asserting the following cause of action on an individual and representative basis: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant's employ, (e) failing to provide accurate itemized wage statements, (f) failure to reimburse expenses, and (g) failing to provide a day's rest in seven.

On July 20, 2026, the Hill Action was amended to include Plaintiff Harper, asserting the following causes of action on an individual and representative basis: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay wages timely during employment and upon separation, (e) failure to provide accurate itemized wage statements, (f) failure to reimburse necessary business expenses, (g) failure to pay reporting time pay, (h) failure to provide a days rest in seven, (i) violation of labor code section 223, and (j) violation of California Equal Pay Act.

Defendant strongly denies violating any laws, or failing to pay any wages or failing to provide compliant meal and rest periods. Defendant also strongly denies that it did not timely pay wages, reimburse employees for required business expenses, provide accurate wage statements, and contends it complied with all applicable laws. The Court has not issued any ruling regarding whether Defendant or Plaintiffs are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it been decided in favor of

EXHIBIT A – Notice of PAGA Settlement

Plaintiffs or Defendant; instead, both sides have agreed to resolve the lawsuit with no decision or admission of who is right or wrong.

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual Settlement Share”).

Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California, beyond training and/or orientation during the PAGA Period, which based on Defendant’s records and the Parties’ current assumptions, appears to be [REDACTED] pay periods during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

The Parties have appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, and calculate and make payments. The Court has granted approval of the PAGA settlement. As part of the settlement, Defendant has agreed to pay a total PAGA Settlement Amount of \$282,800. Under PAGA, 75% of the PAGA Settlement Amount, totaling \$212,100, will be paid to the California Labor and Workforce Development Agency (“LWDA”) as required by PAGA. 25% of the PAGA Settlement Amount, totaling \$70,700, will be distributed among the Aggrieved Employees eligible to receive a payment under the settlement. The Administrator calculated your Individual Settlement Share by dividing \$ [REDACTED] by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period (beyond training and/or orientation) and (b) multiplying the result by each PAGA Members’ PAGA Period Pay Periods worked (beyond training and/or orientation).

The Administrator’s contact information is:

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address:

Mailing Address:

Telephone:

You will not be retaliated against for cashing your check.

The front of every check issued for your Individual Settlement Payment will show the date when the check expires (the void date), which is 180 days from the date of issuance. If you do not cash your Individual Settlement Payment by the void date, your check will be automatically cancelled, and the monies will be deposited with Legal Aid at Work, located at 180 Montgomery St., Suite 600, San Francisco, CA 94104. If you lose or misplace your Individual Settlement Payment before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult Legal Aid at Work for instructions on how you may retrieve the funds.

Regardless of what you do with the Individual Settlement Payment, you will have released claims for penalties arising under PAGA on behalf of yourselves and your respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, against Defendant MORNING STAR and any of its current or past predecessors, successors, affiliates, subsidiaries, parent companies, current and past employees,

EXHIBIT A – Notice of PAGA Settlement

insurers, underwriters, agents, consultants, legal representatives, and any other related entities, and all of its past and present officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, predecessors-in-interest and successors-in-interest, as asserted in Plaintiff Jonathan Lee Hill's October 13, 2022 and February 21, 2024 PAGA Notice, Plaintiff Sean Paul Harper's October 1, 2025 PAGA Notice, the Plaintiffs' June 24, 2026 PAGA Notice, and the Hill Action, including for allegations pertaining to: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (5) failure to reimburse necessary business expenses; (6) failure to pay reporting time pay; (7) failure to provide a days rest in seven; (8) violation of Labor Code section 223; (9) violation of California Equal Pay Act; and (10) failure to provide accurate itemized wage statements. This release includes all theories of liability predicated on the above Labor Code provisions. This settlement does not release any individual claims for wages you may have against Defendant.

If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number]. THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THIS MATTER.

EXHIBIT A – Notice of PAGA Settlement

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Exhibit 2

California Sun Grower Services - Morning Star - Sean Paul Har...

Duplicate

Share

Edit matter

Activities

New time entry

New expense

All🕒 Time💰 Expense

MM/DD/YYYY📅 - MM/DD/YYYY📅

Filter by keyword

Columns▼

Filters▼

☐	Actions	T...	Description	Rate	Billable	Date
☐	Edit▼	💰	CCL- 6.1.26 CMC	\$72.00 USD	\$72.00 USD	05/26/2026
☐	Edit▼	💰	LDS - EFiling - Other Documents, Not Listed IN# 14786956	\$35.94 USD	\$35.94 USD	05/21/2026
☐	Edit▼	💰	Courtesy Copy - Joint Stip Re Expert Discovery Deadlines IN# 14...	\$160.00 ...	\$160.00 U...	04/16/2026

					\$267.94 U...	-h
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1-3 of 3

Expand rows

Export

Activities Export

06/23/2026

8:27 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (USD)	Non-billable (USD)	Billable (USD)
06/23/2026	\$	Expert- IN#260623 ● Unbilled	California Sun Grower Services PAGA - Morning Star - Jonathan Hill .	Nicole Miccolis	1.00	\$3,967.50	-	\$3,967.50
06/05/2026	\$	Mediation- IN#1100119296 CK#2908 ● Unbilled	California Sun Grower Services PAGA - Morning Star - Jonathan Hill .	Nicole Miccolis	1.00	\$1,500.00	-	\$1,500.00
05/16/2026	\$	LDS - EFiling - Stip and Order IN# 14779974 ● Unbilled	California Sun Grower Services PAGA - Morning Star - Jonathan Hill .	Nicole Miccolis	1.00	\$57.44	-	\$57.44
04/22/2026	\$	EFiling - Stip Order IN3 14549963-01 ● Unbilled	California Sun Grower Services PAGA - Morning Star - Jonathan Hill .	Nicole Miccolis	1.00	\$57.44	-	\$57.44
04/20/2026	\$	Courtesy Copy - Stip Order, EFile Order IN# 14549963-02 ● Unbilled	California Sun Grower Services PAGA - Morning Star - Jonathan Hill .	Nicole Miccolis	1.00	\$160.00	-	\$160.00
							\$0.00 USD 0.00h	\$5,742.38 USD 0.00h

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 06/16/2026

Client: HARPER001 - Sean Paul Harper

Matter: CASUNHARPER - California Sun Grower Services - Morning Star - Sean Paul Harper

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
10/15/2025	LDS	Legal Document Server - EFiling - Complaint, Summons, Civil Case Cover sheet IN# 13020515	\$1,620.94		Unbilled				
11/18/2025	LDS	Legal Document Server - Process Serve - Complaint, SUMmons, Civil Case Coer Sheet, Order Assignment for All Purposes, Notice of CMC IN# 13367415-01	\$150.00		Unbilled				
11/18/2025	LDS	Legal Document Server - Process Serve - Complaint, Summons, Civil CAsE Cover Sheet, Order Assignment for All purposes, Notice of CMC IN# 13367415-02	\$45.00		Unbilled				
12/04/2025	LDS	Legal Document Server - EFiling - Notice IN# 13391982	\$35.94		Unbilled				
12/09/2025	LDS	Legal Document Server - EFiling - Other Douments IN# 13500360	\$35.94		Unbilled				
		Total:	\$1,887.82	\$0.00					
		Balance:	\$1,887.82						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$1,887.82						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 06/16/2026
Client: CALIFORNIASN - Jonathan Lee Hill
Matter: CALIFORNIASUN - California Sun Grower Services PAGA - Morning Star - Jonathan Hill

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
10/13/2022	FIL	Filing Fee - 10.10.22 LWDA Filing	\$75.00		Unbilled				
10/13/2022	POS	Postage - 10.10.22 Cert Mail to agent(s) re LWDA Filing	\$8.54		Unbilled				
12/20/2022	FST	First Legal Network - E-Filing - PAGA Representative Action Compalint IN# 30224217	\$1,617.25		Unbilled				
02/08/2023	FST	First Legal Network - Process Serve - S&C, Initial Docs, Ntc IN# 30227367	\$174.32		Unbilled				
02/09/2023	FST	First Legal Network - E-Filing - Proof of Service IN# 30227367	\$41.00		Unbilled				
09/08/2023	FST	First Legal Network - Filing - CM/ Status Conference IN# 30252348	\$40.90		Unbilled				
09/25/2023	CRT	Court Documents - 8/7/23 CMC Report (Related Gonzalez matter)	\$3.57		Unbilled				
01/15/2024	FST	First Legal Network - Filing - CM Statement IN# 30267292	\$43.10		Unbilled				
04/15/2024	TE	Travel Expenses - Airfare to Deposition 4/23/24-AI	\$214.97		Unbilled				
04/15/2024	TE	Travel Expenses - Airfare return from Deposition 4/24/24- AI	\$184.98		Unbilled				
04/15/2024	ACD	Accomodations for Deposition - Hotel for 4/23/24 Deposition- AI	\$207.00		Unbilled				
04/22/2024	CAR	Transportation Costs - Transportation from Airport to Deposition location-AI	\$698.00		Unbilled				
04/23/2024	CAR	Transportation Costs - Transportation from Deposition to Airport-AI	\$782.50		Unbilled				
05/03/2024	FST	First Legal Network - Filing - CM/ Status Conference IN# 30283542	\$43.20		Unbilled				
08/22/2024	LDS	Legal Document Server - E-Filing - Amendment to Complaint In# 10245189	\$15.20		Unbilled				
08/26/2024	LDS	Legal Document Server - Service of Process - Paga Complaint, Civil Case Cover Sheet, Summons, Doe Amendment to Complaint, Def Answer to Plaintiffs Complaint IN# 10254219	\$120.00		Unbilled				
08/28/2024	LDS	Legal Document Server - E-Filing - Proof of Service IN# 10254219-01	\$15.20		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
09/06/2024	LDS	Legal Document Server - E-Filing - Case Management Status Conference Statement IN# 10345517	\$15.20		Unbilled				
10/11/2024	LDS	Legal Document Server - E-Filing - Request, Proposed order, Judgement IN# 10569224	\$15.20		Unbilled				
08/08/2025	LDS	Legal Document Server - EFiling - Stip Order IN# 12606238	\$57.44		Unbilled				
08/18/2025	MED	Mediation Services IN#7832928 CK#2210	\$10,500.00		Unbilled				
08/18/2025	TRN	Transcript IN#15577 CK#2212 -J Lee	\$1,095.15		Unbilled				
08/21/2025	LDS	Legal Document Server - Document Retrieval IN# 12697041	\$135.00		Unbilled				
08/25/2025	ILY	ILYM Group- Claims Administrators-CK# 2224	\$1,710.34		Unbilled				
10/31/2025	EXA	Expert Analysis- IN#15989 CK#2384	\$13,915.00		Unbilled				
10/31/2025	ILY	ILYM Group- Claims Administrators IN#2 CK#2393	\$308.87		Unbilled				
01/23/2026	TRN	Transcript- IN#123515 Job #141606 CK#2623 M.Chavez	\$1,934.65		Unbilled				
03/10/2026	TRN	Transcript IN#124200 CK#2708	\$2,715.25		Unbilled				
03/26/2026	TRN	Transcript IN#124977 CK#2768	\$768.45		Unbilled				
04/01/2026	TRN	Transcript IN#124977 CK#2768	\$768.45		Unbilled				
Total:			\$38,223.73	\$0.00					
Balance:			\$38,223.73						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$38,223.73						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 06/16/2026

Client: HARPER001 - Sean Paul Harper

Matter: CASUNHARPERPAGA - California Sun Grower Services - Morning Star - PAGA - Sean Paul Harper

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
10/01/2025	POS	Postage - 10.01.25 Crs to agents via certified mail re LWDA filing	\$24.28		Unbilled				
10/02/2025	FIL	LWDA submission Fee	\$75.00		Unbilled				
12/17/2025	LDS	Legal Document Server - EFiling - Complaint, Civil Case Cover Sheet, summons IN# 13520774	\$1,470.94		Unbilled				
02/20/2026	LDS	Legal Document Server - EFiling IN# 13971076	\$35.94		Unbilled				
Total:			\$1,606.16	\$0.00					
Balance:			\$1,606.16						
Total Fees Billed-----									
			\$0.00						
Total Fees Unbilled :-----									
			\$0.00						
Total Fees Received :-----									
			\$0.00						
Total Soft Cost Billed :-----									
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Total Soft Cost Unbilled :-----									
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Total Hard Cost Billed :-----									
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			\$1,606.16						
Total Hard Cost Received :-----									
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Total Taxes Billed :-----									
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Total Late Charges Billed :-----									
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Total Late Charges Unbilled:-----									
			\$0.00						
Total Late Charges Received :-----									
			\$0.00						
Trust Balance:-----									
			\$0.00						