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County of Monterey
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Attorneys for Plaintiff,
Erika Perez Paredes on behalf of herself
and all similarly aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

ERIKA PEREZ PAREDES, on behalf of
herself and all similarly aggrieved
employees,

Plaintiff,

v.

CONSTANT STAFFING, LLC; DEL
MONTE FRESH PRODUCE N.A., INC.;
MANN PACKING CO., INC.; and DOES
1 through 50, inclusive,

Defendants.

Case No. 23CV002616

(Assigned to the Honorable Carrie M. Panetta,
Dept. 14)

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

Date: July 25, 2025
Time: 8:30 a.m.
Dept.: 14

Action Filed: August 11, 2023
Trial Date: None Set

1 Plaintiff Erika Perez Paredes's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on July 2, 2025, and a hearing was
3 held before this Court on July 25, 2025. Appearances for Plaintiff and Defendants Constant
4 Staffing, LLC, Del Monte Fresh Produce N.A., Inc., and Mann Packing Co., Inc. (collectively,
5 "Defendants") were noted on the record.

6 The Court has considered the Joint Stipulation of Class and PAGA Settlement
7 ("Stipulation" or "Agreement") and all other papers filed in this action. The terms used herein
8 utilize the same definitions as set forth in the Stipulation.

9 **NOW THEREFORE, IT IS HEREBY ORDERED:**

10 1. This Court grants preliminary approval of the Agreement between Plaintiff and
11 Defendants filed herewith. The Agreement appears to be fair, adequate, and reasonable to the
12 Class.

13 2. The Class Representative and Defendants (hereafter, "Settling Parties"), through
14 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
15 Litigation on behalf of the Class (as defined below and in the Agreement) as a whole.

16 3. The Court hereby approves the following Class for settlement purposes:

17 (1) All current and former non-exempt unionized employees that
18 were employed directly by Mann in California at any time between
19 August 11, 2019 through preliminary approval, excluding the
20 period of time covered and released by the prior settlement in
21 *Anguiano v. Mann Packing Co., Inc.*, Monterey County Superior
22 Court Case No. 19CV001178, for the individuals covered by that
23 prior settlement, and (2) all current and former non-exempt
24 employees of Constant that were assigned to work at Mann or Del
25 Monte in California at any time during the Class Period.

26 Should for whatever reason the Agreement not become Final, the fact that the Parties
27 were willing to stipulate to certification of a class as part of the Agreement shall have no bearing
28 on, or be admissible in connection with, the Litigation. The Class Period is the period
commencing on August 11, 2019, and ending on the date when preliminary approval is entered
by the Court.

4. The Court appoints and designates: (a) Plaintiff Erika Perez Paredes as the Class

1 Representative and (b) B. James Fitzpatrick and Alison L. Baker of Fitzpatrick & Swanston; and
2 Larry W. Lee, Max W. Gavron, and Mai Tulyathan of Diversity Law Group, P.C. as Class
3 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all
4 acts or consents required by, or which may be given, pursuant to the Agreement, and such other
5 acts reasonably necessary to finalize the Agreement and its terms. Any Class Member may enter
6 an appearance through his or her own counsel at such Class Member's own expense. Any Class
7 Member who does not enter an appearance or appear on his or her own behalf will be
8 represented by Class Counsel.

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

21 6. A final fairness hearing on the question of whether the proposed Agreement, the
22 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the
23 payment to the Settlement Administrator, payment of PAGA penalties, and the Class
24 Representative Incentive Payment should be finally approved as fair, reasonable, and adequate as
25 to the members of the Class is hereby set for February 20, 2026, at 8:30 a.m. in this Court.

26 7. The Court hereby approves, as to form and content, the Notice of Pendency of
27 Class Action and Proposed Settlement ("Class Notice") to be sent to Class Members, which is
28 attached as **Exhibit A** hereto. The Court finds that distribution of the Class Notice to Class

Members substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

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

9. Any Class Member may choose to opt out of and be excluded from the settlement as provided in the Agreement and Class Notice and by following the instructions for requesting exclusion. Any person who timely and properly opts out of the settlement will not be bound by the Released Claims as set forth in the Agreement or have any right to object, appeal, or comment on the settlement. Any Request for Exclusion must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid and timely request by the deadline shall be bound by all determinations of the Court, the Agreement, and Judgment.

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

11. Any portion of the Individual Settlement Payment not cashed within one hundred eighty (180) days from the date of issuance of the check shall be entirely paid to California Rural Legal Assistance, Inc., after all payments for the Settlement Administration Costs, Plaintiff's Incentive Payment, PAGA penalties, Attorneys' Fees, and Attorneys' Costs have been fully paid.

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

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

1 Agreement.

2 IT IS SO ORDERED.

3
4 DATED: 8/18/2025


HON. CARRIE M. PANETTA
SUPERIOR COURT OF CALIFORNIA

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EXHIBIT A

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

Erika Perez Paredes v. Constant Staffing, LLC, et al., Case No. 23CV002616

<<FIRST AND LAST NAME>>

<<ADDRESS>>

<<CITY AND ZIP CODE>>

**NOTICE OF PENDENCY OF CLASS ACTION AND
PROPOSED SETTLEMENT**

This notice is Court-approved. This is not a solicitation from an attorney.

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED
SETTLEMENT.**

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

TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

1. WHY DID I GET THIS NOTICE?

You received this Notice because you are among the people eligible to receive a payment from a proposed settlement (the “Settlement”) that has been reached in the class action lawsuit entitled *Erika Perez Paredes v. Constant Staffing, LLC, et al.*, Monterey County Superior Court Case No. 23CV002616 (hereinafter referred to as the “Action”). Defendants Constant Staffing, LLC (“Constant”), Del Monte Fresh Produce N.A., Inc. (“Del Monte”), and Mann Packing Co., Inc. (“Mann”) (collectively, “Defendants”) have agreed to pay a total of \$1,250,000.00 (the “Gross Settlement Amount”) to settle the class and representative claims arising out of the Action. There was a hearing on <<Prelim Date>> in the Superior Court of the State of California for the County of Monterey, at which time the Honorable <<Judge Name>> preliminarily approved the Settlement as being fair and reasonable to the members of the Class.

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 17, below.

2. WHAT IS THE ACTION ABOUT?

Plaintiff filed this Action against Defendants on August 11, 2023. The operative Third Amended Complaint (“Complaint”) alleges the following class and representative Private Attorneys General Act (“PAGA”) claims: (1) failure to provide meal periods in violation of Labor Code §§ 226.7 and 1198; (2) failure to provide rest periods in violation of Labor Code §§ 226.7 and 1198; (3) failure to pay minimum, regular, overtime wages, and reporting time pay in violation of Labor Code §§ 201-204, 510, 558, 1174, 1194, and 1198; (4) failure to provide accurate itemized wage statements in violation of Labor Code §§ 226, 1174, and 1175; (5) failure to timely payment of wages upon separation of employment, in violation of Labor Code §§ 201-203; (6) failure to reimburse work-related expenses in violation of Labor Code § 2802; (7) violation of the PAGA, Labor Code § 2698, *et seq.*¹; and (8) violation of Business and Professions Code § 17200, *et seq.* for unfair business practices.

¹ As alleged in the operative Complaint, Plaintiff alleges the PAGA claim as to Constant only.

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

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiff brings this Action on your behalf and on behalf of other similarly situated employees.

In the Action, Plaintiff seeks to represent you on a class basis. A class action allows the Court to resolve the claims of all the members of the Class at the same time. A class member is bound by the determination or judgment entered in the case (regardless of whether the class wins or loses), and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the members of the class who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The people who are included in the settlement class include: (1) all current and former non-exempt unionized employees that were employed directly by Mann in California at any time between August 11, 2019 through preliminary approval, excluding the period of time covered and released by the prior settlement in *Anguiano v. Mann Packing Co., Inc.*, Monterey County Superior Court Case No. 19CV001178, for the individuals covered by that prior settlement, and (2) all current and former non-exempt employees of Constant that were assigned to work at Mann or Del Monte in California at any time during August 11, 2019 through preliminary approval (the “Class” or “Class Member(s)”). The period commencing on August 11, 2019, and ending on <<Prelim Approval Date>> is the “Class Period.”

You are receiving this Notice because Defendants’ records show that you are a Class Member.

5. WHY IS THERE A SETTLEMENT?

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

6. WHAT ARE THE TERMS OF THE SETTLEMENT?

The Settlement provides that Defendants will pay a maximum of \$1,250,000.00 as the Gross Settlement Amount, apportioned amongst Constant, Del Monte, and Mann.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount or Four Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$416,666.67);
- B. **Litigation Costs to Class Counsel** not to exceed Fifty Thousand Dollars (\$50,000.00);

- C. **Class Representative Incentive Payment** in an amount not to exceed Five Thousand Dollars (\$5,000) to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated to be Twenty-Six Thousand Nine Hundred Fifty Dollars (\$26,950.00); and
- E. **PAGA Payment** in the amount of Fifty Thousand Dollars (\$50,000.00) for the settlement of claims arising under the Private Attorneys General Act of 2004 (“PAGA”). Seventy-five percent (75%) of this amount (\$37,500.00) shall be paid to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) (\$12,500.00) will be distributed to all current and former non-exempt employees of Constant that were assigned to work at Mann or Del Monte in California at any time from July 26, 2022, through the date of preliminary approval, for the release of their claims as set forth in the Released PAGA Claims, described below.

If approved by the Court, the Settlement Administrator will issue payments to Participating Class Members and PAGA Group Members. It is important that you are patient.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of workweeks you worked at Mann or Del Monte in California during the Class Period. Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

[ONLY FOR PAGA GROUP MEMBERS]: Your share of the PAGA Payment is calculated on a *pro rata* basis based on the total number of workweeks worked by each PAGA Group Member during the PAGA Period, which is from July 26, 2022, through <<Prelim Approval Date>>.]

The class portion of your Individual Settlement Payment will be apportioned as ten percent (10%) wages and ninety percent (90%) interest and penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. The PAGA Payment portion of your Individual Settlement Payment will be apportioned as one hundred percent (100%) penalties. The interest and penalties portions of each Class Member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX Workweeks during the Class Period. Your Individual Settlement Payment is estimated to be \$XXX.XX [ONLY FOR PAGA MEMBERS: including your portion of the PAGA Payment]. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This amount was determined based on Defendants’ respective records of your employment, and is presumed correct. If you dispute the accuracy of Defendants’ respective records as to the number of workweeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by **[DATE]**. All disputes regarding your workweeks will be resolved and decided by the Settlement Administrator, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

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

You do not need to do anything to participate in the Settlement. You will receive your Individual Settlement Payment from this Settlement in or around <<45 days from final approval date>>, if the Court approves the Settlement and no written objections or appeals are filed. Class Counsel has been appointed and approved by the Court and Class Counsel will represent you unless you choose not to participate in the settlement.

Upon receipt of your settlement check, it will be your responsibility to cash the check before <<180 days from the check's issuance>>. You will not be retaliated against for cashing the settlement check. Checks that are not cashed or negotiated by <<180 days from the check's issuance>> will become void and be transmitted to the *cy pres* recipient, California Rural Legal Assistance, Inc.

8. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

After the Court has approved the Settlement, each Participating Class Member will release the Released Parties from any and all Released Claims arising during the Class Period.

The Released Parties consist of:

Defendants Constant, Mann, and Del Monte, and their respective former and present parents, divisions, subsidiaries, affiliated corporations and entities, insurers and each of their respective current, former, and future officers, directors, members, managers, employees, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could be jointly or severally liable with Defendants and all persons or entities acting by, through, under, or in concert with any of them ("Released Parties").

The Released Claims are as follows:

Any and all claims or causes of action alleged or that could have reasonably been alleged in the operative complaint based on or arising from the facts and theories alleged in the Action through the Class Period, as it relates to work performed at Mann's and Del Monte's facilities in California, including but not limited to claims under Cal. Labor Code §§ 201-204, 216, 218, 218.5, 221, 223, 225.5, 226, 226.7, 233, 510, 512, 558, 1174, 1175, 1194, 1197, 1198, 1199, 2802, the applicable IWC Wage Order, and the Cal. & Prof Bus. Code § 17200 *et seq.*, based on failure to provide meal periods, failure to provide rest periods, failure to pay premiums including with respect to the rate at which such premiums are paid, failure to pay minimum, regular, and overtime wages including with respect to the rate at which such wages are paid, failure to pay reporting time pay, failure to provide accurate itemized wage statements, failure to pay wages upon termination, and failure to reimburse for business expenses ("Released Claims").

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

[ONLY FOR PAGA GROUP MEMBERS: After the Court has approved the Settlement, each PAGA Group Member will release Constant from the Released PAGA Claims.

The Released PAGA Claims are as follows:

All claims that accrued during the PAGA Period that were alleged in Plaintiff's PAGA notice to the LWDA, as well as claims that could have been pled arising out of the same operative facts, for civil penalties under the California Private Attorneys' General Act predicated on violations of Cal. Labor Code §§ 201-204, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.7, 233, 510, 512, 558, 1174, 1175, 1194, 1197, 1198, 1199, and 2802, and the applicable IWC Wage Order.

The PAGA Period is the period of July 26, 2022, through <<Prelim Approval Date>>.]

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

If you do not want to be bound by the terms of the Settlement, you must submit a Request for Exclusion ("opt out") by sending written notice of your intention to opt out to the Settlement Administrator at its address listed below:

Paredes v. Constant Staffing, LLC Class Action Lawsuit
c/o Phoenix Settlement Administrators
Address
Address

The Request for Exclusion must be in writing and must: (a) clearly state that the Class Member does not wish to be included in the settlement; (b) set forth the full name and address of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail or fax to the Settlement Administrator at the specified address indicated in the Class Notice; and (e) be postmarked or faxed on or before <<45 days from mailing date>>.

If you submit a timely and valid Request for Exclusion, you will no longer be a member of the Class, and you will not be eligible to receive an Individual Class Payment or object to the terms of the Settlement. You will not be bound by the release of Released Claims described above, and you may pursue any claims you may have, at your own expense, against Defendants.

If ten percent (10%) or more of the Class Members opt out of the settlement by submitting valid and timely Requests for Exclusion, Defendants have the right in their sole discretion to rescind and void the settlement at any time before final approval by the Court.

Note that you cannot exclude yourself from the Released PAGA Claims, if you are a PAGA Group Member. If you exclude yourself, you will **not** receive your share of payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to the PAGA claims.

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

If you do not opt-out of the Settlement by submitting a valid and timely request for exclusion as outlined in Section 9 above, you may object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement and you will also receive an Individual Class Payment. You may submit your written objection by sending it to the Settlement Administrator at its address listed below:

Paredes v. Constant Staffing, LLC Class Action Lawsuit
c/o Phoenix Settlement Administrators

Address
Address

Your written objection must include: (a) the objector's full name and current address; (b) a written statement of the basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based, if any. The Objection must be returned by mail or fax to the Settlement Administrator at the specified address indicated in the Class Notice and should be postmarked or faxed on or before **<<45 days from mailing date>>**.

You may not opt out and object. If you opt-out and submit an objection, your request to opt out will invalidate your objection.

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

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

Plaintiff will request an incentive payment of \$5,000.00 for her services as the Class Representative and for her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to Plaintiff.

12. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court decided that the law firms of Fitzpatrick & Swanston and Diversity Law Group, P.C., which represents Plaintiff, are also qualified to represent you and all Class Members. You will not be charged for these lawyers. The law firm is referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

The contact information for Class Counsel is as follows:

B. James Fitzpatrick
Alison L. Baker
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311

Larry W. Lee
Max W. Gavron
Mai Tulyathan
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

If you have questions about the case or the Settlement, you should contact Class Counsel.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed one-third of the Gross Settlement Amount, or \$416,666.67, and litigation costs up to \$50,000.00. These fees will serve to compensate Class Counsel for their efforts in achieving the settlement for the benefit of the Class and for their risk in undertaking this representation on a contingency basis. Class Counsel have already spent many hours investigating this case, reviewing data and information provided by Defendants, researching the claims, and negotiating this settlement for the Class. They will incur additional hours overseeing the final approval and implementing the plan of distribution.

14. WHAT IS THE FINAL APPROVAL HEARING?

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

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on <<date>> at <<time>> a.m., in 14 of the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, CA 93940 ("Final Approval Hearing").

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing unless you would like to. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time.

16. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. You may speak at the Final Approval Hearing if you have not chosen to opt-out from the Settlement.

17. HOW DO I GET MORE INFORMATION?

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

If you need more information or have any questions, you may contact the Settlement Administrator at the address and telephone number listed below, toll-free.

Paredes v. Constant Staffing, LLC Class Action Lawsuit
c/o Phoenix Settlement Administrators
Address
Address
Toll-free No.:

You may also contact Class Counsel, whose contact information is listed above.

18. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to keep a current address and telephone number on file with the Settlement Administrator, to ensure receipt of your Individual Class Payment and applicable tax forms if the Court approves this Settlement. If you change your mailing address, you should promptly contact the Settlement Administrator and provide the Settlement Administrator with your new address and contact information.

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