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Attorneys for Plaintiff,
Erika Perez Paredes on behalf of herself
and all similarly PAGA Group Members

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

ERIKA PEREZ PAREDES, on behalf of herself and all similarly PAGA Group Members, 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 Ian A. Rivamonte, Dept. 14) **DECLARATION OF KEVIN LEE ON BEHALF OF PHOENIX SETTLEMENT ADMINISTRATORS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** Date: February 20, 2026 Time: 8:30 A.M. Dept.: 14 Action Filed: July 20, 2023 Trial Date: None Set

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Erika Perez Paredes v. Constant Staffing, LLC, et al.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the *Joint Stipulation of Class and PAGA Settlement* ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Pendency of Class Action and Proposed Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from August 11, 2019 to August 18, 2025 ("Class Period") and the number of workweeks that each PAGA Group Member worked during the time period from July 26, 2022 to August 18, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Participating Class Members and Individual PAGA Payments to PAGA Group Members; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On September 9, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each Class Member during the Class Period. The final mailing list contained three thousand one hundred thirty (3,130) individuals identified as Class Members.

4. On September 10, 2025, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the Class Notice of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On September 23, 2025, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all three thousand one hundred thirty (3,130) Class Members on the Class Notice. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, twelve (12) Notices have been returned to Phoenix. None were returned with a forwarding address. For the twelve (12) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the twelve (12) Notices that were skip traced, twelve (12) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, Phoenix has received <u>zero (0) Request for Exclusion</u> from Class Members. The deadline to request exclusion from the Class Settlement was November 7, 2025.

8. As of the date of this declaration, Phoenix has received <u>zero (0) Notices of Objection</u> from Class Members. The deadline for objecting to the Class Settlement was November 7, 2025.

9. As of the date of this declaration, Phoenix has received <u>zero (0) Workweek disputes</u> from Class Members. The deadline for submitting a dispute was November 7, 2025.

10. There are three thousand one hundred thirty (3,130) Class Members who did **not** submit Requests for Exclusion and are therefore deemed Participating Class Members, representing 100% of the Class. Participating Class Members have worked a collective total of one hundred eight thousand one hundred sixty-four (108,164) Workweeks during the Class Period.

11. The Escalator Clause of the Settlement Agreement (Paragraph 45) indicates if the actual Workweeks worked by the Class exceeds one hundred thousand (100,000) Workweeks by more than 5% (*i.e.* if there are more than one hundred five thousand (105,000) Workweeks), the

Gross Settlement Amount shall be increased proportionally to such increase over one hundred five thousand (105,000). The total number of Workweeks was one hundred eight thousand one hundred sixty-four (108,164). Since the total number of Workweeks exceeded 105,000, the Escalator Clause was triggered. On September 17, 2025, Phoenix received confirmation from Defendants that Defendants elected to fund the additional amount resulting from the Escalator Clause being triggered.

12. The increased Gross Settlement Amount is $1,287,666.67 ($1,250,000.00 + $37,666.67), and was calculated in the following manner: At the time of calculation, actual workweeks totaled 108,164, exceeding the 105,000 threshold by 3,164 workweeks. The workweek value based on the initial Gross Settlement Amount of $1,250,000.00 is $11.90. Defendants elected to fund the excess workweeks on a pro rata basis at the $11.90 workweek value, resulting in an additional $37,666.67. The Gross Settlement Amount therefore increased from $1,250,000.00 to $1,287,666.67.

13. The Net Settlement Amount available to pay Participating Class Members is $747,302.78. The Net Settlement Amount was determined by subtracting the requested Class Counsel attorneys' fees ($429,222.22), and Class Counsel costs ($29,191.67), requested Incentive Payment to Plaintiff Paredes ($5,000.00), the PAGA Amount ($50,000.00), and the requested Settlement Administration Costs ($26,950.00) from the Gross Settlement Amount ($1,287,666.67). Based on the Net Settlement Amount and the 108,164 Workweeks, each Workweek is valued at approximately $6.91.

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately $1,768.70, the lowest Individual Settlement Payment to be paid is approximately $6.91, while the average Individual Settlement Payment to be paid is approximately $238.75. Participating Class Members will be issued payment of their Individual Settlement Payments subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

15. Additionally, $50,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $12,500.00, of which shall be paid to PAGA Group Members, defined in the Settlement Agreement as 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 the PAGA Period. There are one thousand two hundred eighty-two (1,282) PAGA Group Members who worked a total of twenty thousand three hundred twelve (20,312) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $97.23, and the average Individual PAGA Payment to be paid is approximately $9.75.

16. Pursuant to the Settlement Agreement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are $26,950.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on January 26, 2026, at Orange, California.

KEVIN LEE

Exhibit A

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

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_Name» «Last_Name»
«Address_1»
«City», «State» «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 «Est_Set_Amt» 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 $1,287,666.67 (the "Gross Settlement Amount") to settle the class and representative claims arising out of the Action. There was a hearing on **August 18, 2025,** in the Superior Court of the State of California for the County of Monterey, at which time the Honorable Carrie M. Panetta 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.

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

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

"Class" or "Class Member(s)"). The period commencing on August 11, 2019, and ending on August 18, 2025**,** 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 $1,287,666.67 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 Twenty-Nine Thousand Two Hundred Twenty-Two Dollars and Twenty-Two Cents ($429,222.22);

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 August 18, 2025.]

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 «PAGA_Work_Weeks» Workweeks during the Class Period. Your Individual Settlement Payment is estimated to be «PAGA_Amount» [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 **November 7, 2025**. 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
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com
paredes-v-constant-staffing.phoenixcases.com

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 April, 2026, 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 August 18, 2025.

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 Settlement Administrator
> P.O. Box 7208
> Orange, CA 92863
> Telephone: (800) 523-5773
> Facsimile: (949) 209-2503
> Email: info@phoenixclassaction.com
> paredes-v-constant-staffing.phoenixcases.com

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 **November 7, 2025.**

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 Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com
paredes-v-constant-staffing.phoenixcases.com

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 **November 7, 2025.**

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 $429,222.22, 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 **February 20, 2026, at 8:30 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 Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

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.

Exhibit B

CASE ASSUMPTIONS

Class Members	3,350
Opt Out Rate	1%
Opt Outs Received	34
Total Class Claimants	3,317
Subtotal Admin Only	**$26,950.00**

Not-to-Exceed Total $26,950.00

For 3350 Class Members

Pricing Good for Scope of Estimate Only

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

May 12, 2025

Case: Paredes v. Constant Staffing et al., Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan
Firm: Diversity Law Group, APC
Contact Number: (213) 488-6555
Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on 3350 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	4	$500.00
Programming Database & Setup	$125.00	4	$500.00
Toll Free Setup*	$134.59	1	$134.59
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$315.00	2	$630.00
		Total	**$1,796.59**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	3	$375.00
Data Merge & Duplication Scrub	$0.25	3,350	$837.50
Notice Packet & Opt-Out Form	$1.45	3,350	$4,857.50
Estimated Postage (up to 2 oz.)*	$0.69	3,350	$2,311.50
Static Website	$250.00	1	$250.00
Language Translation	$1,000.00	1	$1,000.00
		Total	**$9,631.50**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

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Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	5	$275.00
Skip Tracing Undeliverables	$1.50	251	$376.88
Remail Notice Packets	$1.45	251	$364.31
Estimated Postage	$0.69	251	$173.36
Programming Undeliverables	$50.00	3	$150.00
		Total	**$1,339.55**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$125.00	2	$250.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	4	$220.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	4	$340.00
		Total	**$1,040.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	3	$375.00
Disbursement Review	$125.00	3	$375.00
Programming Manager	$95.00	3	$285.00
QSF Bank Account & EIN	$125.00	2	$250.00
Check Run Setup & Printing	$125.00	6	$750.00
Mail Class Checks *	$1.00	3,317	$3,316.50
Estimated Postage	$0.69	3,317	$2,288.39
		Total	**$7,639.89**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

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Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	7	$875.00
Remail Undeliverable Checks (Postage Included)	$1.50	332	$497.48
Case Associate	$55.00	6	$330.00
Reconcile Uncashed Checks	$85.00	7	$595.00
Conclusion Reports	$100.00	2	$200.00
Case Manager Conclusion	$85.00	3	$255.00
Final Reporting & Declarations	$125.00	2	$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$2,500.00	1	$2,500.00
Estimated N/A Total Class Members			
		Total	**$5,502.48**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$26,950.00**

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.