JOINT STIPULATION AND SETTLEMENT AGREEMENT OF CLASS ACTION AND PAGA CLAIMS

This Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims ("Stipulation of Settlement" or "Settlement") is made and entered into by and between Plaintiff Jairo Vasquez (the "Class Representative"), individually and on behalf of all others similarly situated ("Plaintiff"), and Defendants Matthias Julian Villegas Jr., individually and dba Matthias Villegas Jr., FLC and Anthony Costa & Sons, LLC (collectively referred to as, "Defendants").

THE PARTIES STIPULATE AND AGREE as follows:

I. DEFINITIONS

1. **"Action"** shall mean the lawsuit entitled *Mendoza v. Matthias Julian Villegas Jr,* Monterey County Superior Court, Case No. 24CV000958, filed on March 7, 2024.

2. **"Agreement," "Settlement,"** or **"Stipulation of Settlement"** means this Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims.

3. **"Class"** or **"Class Members"** shall mean all persons who were employed by Defendant Villegas in California as non-exempt, piece-rate, and/or hourly-paid employees at any time during the Class Period.

4. **"Class Counsel"** shall mean B. James Fitzpatrick and Alison L. Baker of Fitzpatrick & Swanston, and Larry W. Lee and Max Gavron of Diversity Law Group, P.C.

5. **"Class Counsel Costs"** shall mean Class Counsel's actual costs not to exceed Fifteen Thousand Dollars and 00/100 Cents ($15,000.00). Any portion of the Class Counsel Costs not approved by the Court shall be added to the Net Settlement Amount.

6. **"Class Counsel Fees"** shall mean, subject to the Court's approval, the maximum amount of attorneys' fees provided for by the Settlement, which shall not exceed one-third (1/3) of the Gross Settlement Amount or One Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and 67/100 Cents ($146,666.67). Any portion of the Class Counsel Fees not approved by the Court shall be added to the Net Settlement Amount. The Class Counsel Costs and Class Counsel Fees are referred to collectively as the "Class Counsel Award."

7. **"Class Period"** means the period commencing on March 7, 2020, through the date the

long-form Class and PAGA Settlement Agreement is executed by all Parties.

8. **"Class Representative"** or **"Plaintiff"** shall mean Plaintiff Jairo Vasquez.

9. **"Court"** means the Superior Court of the State of California for the County of Monterey.

10. **"Court's Final Order and Judgment"** means the Final Order Approving Class Action Settlement and Judgment in a form to be agreed upon by the Parties and approved by the Court.

11. ***"Cy Pres* Recipient"** shall mean The Center for Community Advocacy, a California nonprofit public benefit corporation that primarily works with farmworkers in the Monterey County region.

12. **"Defendant Anthony's Counsel"** shall mean Ana C. Toledo of Noland, Hammerly, Etienne & Hoss.

13. **"Defendant Anthony"** shall mean Defendant Anthony Costa & Sons, LLC.

14. **"Defendant Villegas' Counsel"** shall mean James D. Miller of Gordon Rees Scully Mansukhani.

15. **"Defendant Villegas"** shall mean Defendants Matthias Julian Villegas Jr., individually and dba Matthias Villegas Jr., FLC.

16. **"Effective Date"** is the date when two conditions are met: (i) the Superior Court of California for Monterey County approves the Settlement; and (ii) the Court's Judgment becomes final. The Judgment is final when the following happens: (1) no appeal is filed; (2) if an appeal is filed and the Approval Order is upheld, the deadline for further review passes; (3) if an appeal is filed and further review is requested, and denied; or (4) if reviewed, the Supreme Court affirms the Settlement.

17. **"Final Approval Hearing"** shall mean the hearing where the Court shall consider any timely objections to the Settlement from Class Members, testimony from the Parties or their counsel, declarations regarding the claims process from the Settlement Administrator, and otherwise make a final determination regarding the fairness of the Settlement as set forth herein.

18. **"Gross Settlement Amount"** refers to Four Hundred Forty Thousand Dollars and 00/100 Cents ($440,000.00), which is the maximum amount that Defendants Villegas and Anthony (collectively "Defendants") will pay pursuant to this Settlement, excluding Defendants' share of payroll taxes, and subject to the escalator provision in this Settlement. Defendants shall pay $190,000 of the

Gross Settlement Amount within 30 days of final approval by the Court or December 31, 2026, whichever comes first, and the remaining balance of $250,000 by January 31, 2027.

19. **"Individual PAGA Payment"** means the amount payable from the PAGA Member Payment to each PAGA Member.

20. **"Individual Settlement Payment"** means the amount payable from the Net Settlement Amount to each Participating Class Member.

21. **"Net Settlement Amount"** shall mean the Gross Settlement Amount less Class Counsel Fees, Class Counsel Costs, Service Award, PAGA Penalties, and Settlement Administration Costs.

22. **"Notice of Proposed Settlement"** or **"Notice"** means the Notice of Pendency of Class Action, including a Spanish translation thereof, in substantially the form attached hereto as **Exhibit A**, and as approved by the Court.

23. **"PAGA"** shall mean the California Labor Code Private Attorneys General Act, Labor Code § 2698, *et seq.*

24. **"PAGA Member"** shall mean all persons who were employed by Defendant Villegas in California as non-exempt, piece-rate, and/or hourly-paid employees at any time during the PAGA Period.

25. **"PAGA Penalties"** means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under PAGA. The amount of the PAGA Penalties is subject to Court approval pursuant to California Labor Code § 2699(l). The Parties have agreed that Fifteen Thousand Dollars and 00/100 Cents ($15,000.00) of the Gross Settlement Amount shall be allocated to the resolution of the PAGA Members' claims arising under PAGA. Pursuant to the PAGA, seventy-five percent (75%) of the PAGA Penalties or Eleven Thousand Two Hundred Fifty Dollars and 00/100 Cents ($11,250.00) ("LWDA Payment") shall be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA Penalties or Three Thousand Seven Hundred Fifty Dollars and 00/100 Cents ($3,750.00) ("PAGA Member Payment") shall be distributed to PAGA Members.

26. **"PAGA Period"** means the period commencing on October 5, 2022, through the date the long-form Class and PAGA Settlement Agreement is executed by all Parties.

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27. **"PAGA Released Claims"** means all claims, causes of action, demands, damages, or liabilities arising at any time during the PAGA Period that were pled or which could have reasonably been pled based on the factual allegations contained in the operative Complaints in the Action or any amendments thereto, for civil penalties under the PAGA including claims premised on alleged violations of Labor Code §§ 201, 202, 203, 204, 208, 216, 223, 226, 226.7, 233, 510, 512, 558, 1174, 1194, 1197-1199, 2698 et seq, 2699(f) and (g), 2802, and the Wage Order.

28. **"Participating Class"** or **"Participating Class Members"** shall be members of the Class who do not opt out of the class action portion of the settlement by submitting a valid request for exclusion as described below.

29. **"Parties"** shall refer to the Plaintiff and Defendants, each of whom is a "Party."

30. **"Released Claims"** means all claims, causes of action, demands, damages, or liabilities arising at any time during the Class Period that were pled or which could reasonably have been pled based on the factual allegations contained in the operative Complaint in the Action or any amendments thereto.

31. **"Released Parties"** collectively means Defendants Villegas and Anthony and each of their past, present and/or future parent companies, partners, subsidiaries, affiliates, divisions, related companies, successors, and predecessors, as well as their respective past, present and future owners, officers, directors, shareholders, employees, agents, members, managers, principals, representatives, accountants, auditors, consultants, insurers and reinsurers, investors, lenders, administrators, company-sponsored employee benefit plans, assigns, joint venturers and attorneys, both individually and in their official capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities.

32. **"Service Award"** means the amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment and Individual PAGA Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action, and providing a general release of all claims. Any portion of the Service Award not approved by the Court shall be added to the Net Settlement Amount. The Parties agree, subject to Court approval, that Plaintiff will seek a Service Award not to exceed $5,000.

33. **"Settlement Administration Costs"** means the fees and expenses incurred by the Settlement Administrator, not to exceed Fifteen Thousand Dollars and 00/100 Cents ($15,000.00). Any portion of the Settlement Administration Costs not approved by the Court shall be added to the Net Settlement Amount.

34. **"Settlement Administrator"** means the neutral third-party administrator jointly selected by the Parties and approved by the Court to administer the Settlement in accordance with this Agreement.

35. **"Settlement Payment Check"** means the payment of the Individual Settlement Payment to Participating Class Members and Individual PAGA Payment to PAGA Members.

II. RECITALS

36. This Settlement is made and entered into by and between Plaintiff and Defendants, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant.

37. Plaintiff, on behalf of himself, the State of California, and Class Members, seek to recover damages and penalties for alleged wage and hour violations by Defendants.

38. Procedural History.

a. On March 7, 2024, former Plaintiff Mario Mendoza filed a class and representative action complaint against Defendants, alleging wage and hour violations.

b. On January 15, 2026, the Parties participated in private mediation with mediator Christopher Panetta, Esq. After a full day of mediation, the Parties reached an agreement. The Parties entered into a Memorandum of Understanding, agreeing to prepare a more detailed, formalized settlement agreement to be submitted to the Court for preliminary and final approval. The Parties now enter this more detailed, formalized settlement agreement to submit to the Court for preliminary and final approval.

39. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims in the Action, and further deny that, for any purpose other than settling this lawsuit, this Action is appropriate for class action or representative treatment.

40. It is the Parties' desire and intention to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the allegations of this Action, and that this Stipulation of Settlement shall constitute a full and complete settlement and release of the Released Claims and PAGA Released Claims, including the Released Parties, and shall not become effective until the Effective Date.

41. Class Counsel has conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents and data produced by Defendants, and has diligently pursued an investigation of claims of the members of the Class against Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risks of significant delay, the risk of non-certification, and the defenses asserted by Defendants. Defendants and Defendants' Counsel also agree that the Settlement is fair and in the best interests of the Class.

42. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement.

43. NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

a. It is agreed by and between Plaintiff and Defendants that this case and any claims, damages, or causes of action arising out of the disputes which are the subject of this case, be settled and compromised as between the Class and Defendants, subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's approval.

b. If the Court declines to approve the Settlement, the entire Stipulation of Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached; and all negotiations, statements, and proceedings and data relating thereto shall be protected by California Evidence Code § 1152 and shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to participating in mediation on January 15, 2026.

III. PLEADINGS & CLASS CERTIFICATION

44. **Amended Complaint**. Before seeking Court approval of this Settlement, Plaintiff Mario

Mendoza will file a First Amended Complaint ("Operative Complaint") in this Action. The Operative Complaint shall: (i) add Jairo Vasquez as a named plaintiff and class representative; and (ii) remove Mario Mendoza as a named plaintiff and class representative and dismiss his individual claims with prejudice pursuant to the terms of a confidential individual settlement agreement. Defendants' obligation to file an Answer to the Operative Complaint is stayed pending the Final Approval of the Settlement and will be mooted by the Court's approval of this Agreement.

45. **Stipulation to Class Certification**. The Parties agree that, for settlement purposes only, the Court shall certify a Class consistent with this Agreement. For purposes of settlement only, Plaintiff's counsel may be appointed as class counsel, and Plaintiff may be appointed as the class representative. The Parties agree that nothing in this Agreement, including the Parties' agreement regarding certification for settlement purposes, is in any way an admission that class certification is proper and that evidence of this limited stipulation for settlement purposes only will not be deemed admissible in this or any other proceeding for any reason. If the Court does not approve the Settlement, the stipulation to certification will be void.

IV. TERMS OF SETTLEMENT

46. **The Gross Settlement Amount.** Defendants shall pay the sum of the Gross Settlement Amount as specified in this Agreement, which shall be used to pay: (1) all Individual Settlement Payments to Participating Class Members; (2) the PAGA Penalties Fund; (3) the Service Award to Plaintiff; (4) the Class Counsel Award; and (5) all Settlement Administration Costs. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendants, who shall pay it to the Settlement Administrator for handling. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants.

47. **Escalator Clause.** The Gross Settlement Payment was calculated with, and is premised on, Defendants' representation that there are approximately 570 employees who collectively worked a total of approximately 21,000 workweeks during the Class Period. If the total number of workweeks exceeds more than 110% of 21,000 (23,101 or more workweeks), Defendants shall have the election to either (a) cut off the Class Period at that point that equals 23,100 workweeks or less, or (b) proportionally increase the Gross Settlement Amount by the percentage amount above 110%.

48. **Funding of the Gross Settlement Amount.** Defendants shall deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendants shall pay $190,000 of the Gross Settlement Amount within 30 days of final approval by the Court or December 31, 2026, whichever comes first, and the remaining balance of $250,000 by January 31, 2027.

The QSF shall be an interest-bearing account at a federally insured bank. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq., and will be administered by the Settlement Administrator as such. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Paragraph.

49. **Notice of Default.** In the event that Defendants fail to pay the Gross Settlement Amount in accordance with this Agreement, Plaintiff shall provide notice to Defendants' Counsel and an opportunity to cure the default. Should Defendants fail to cure the default, any money paid through the date of default shall be retained by the Settlement Administrator and applied to any liability at trial. Defendants shall be jointly and severally liable for the full amount of the Gross Settlement Amount.

50. **Allocation of Gross Settlement Amount**: The Parties agree that the Gross Settlement Amount, subject to Court approval, shall be allocated as follows:

a. **Individual Class Settlement Payments**: Class Members who do not validly opt out shall receive their share of the Net Settlement Amount based upon the number of workweeks employed during the Class Period. Each Class Member's respective number of applicable workweeks and estimated share of the Net Settlement Amount shall be identified on the Notice of Proposed Settlement. The Parties agree that if any Class Member disputes the basis for determining their share of the Settlement, Defendants' records shall presumptively control unless the Class Member can produce documentation evidence of other workweeks worked during the relevant time period. Upon the submission of such evidence, the Settlement Administrator will make a determination as to any such dispute, which shall be final and binding. Twenty percent (20%) of each Individual Settlement Payment shall be classified as wages, and the remaining eighty percent (80%) shall be penalties and interest.

b. **Individual PAGA Payments**. PAGA Members shall receive their share of the

PAGA Penalties based upon the number of pay periods worked during the PAGA Period. Each PAGA Member's respective number of applicable pay periods and estimated share of the PAGA Member Payment shall be identified on the Notice of Proposed Settlement. The Parties agree that if any PAGA Member disputes the basis for determining their share of the PAGA Member Payment, Defendant's records shall presumptively control unless the PAGA Member can produce documentation evidence of other pay periods worked during the relevant time period. Upon the submission of such evidence, the Settlement Administrator will make a determination as to any such dispute, which shall be final and binding. One hundred percent (100%) of the Individual PAGA Payment shall be classified as penalties.

c. **Class Counsel Fees and Costs.** Subject to the Court's approval, Defendants will pay Class Counsel's attorneys' fees one-third (1/3) of the Gross Settlement Amount, or One Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and 67/100 Cents ($146,666.67), and litigation costs not to exceed Fifteen Thousand Dollars and 00/100 Cents ($15,000.00). Defendants will not object to Class Counsel's application for attorneys' fees and costs in these amounts. The amount set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in the future in connection with the approval by the Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining dismissal with prejudice of this case.

d. **Service Award**. Defendants agree not to oppose Plaintiff's request for a Service Award of Five Thousand Dollars and 00/100 Cents ($5,000.00). The Service Award is in addition to the amount Plaintiff is entitled to recover from the Class and PAGA Fund as a Class and PAGA Member. Any portion of the Service Award not approved by the Court shall become part of the Net Settlement Fund. Further, any Service Award approved by the Court will result in the issuance of an IRS Form 1099 to Plaintiff, who shall assume full responsibility and liability for the payment of taxes due on such award.

e. **PAGA Penalties.** Subject to the Court's Approval, the amount of Fifteen Thousand Dollars and 00/100 Cents ($15,000.00) of the Gross Settlement Amount for alleged penalties under PAGA.

i. **LWDA Payment:** 75% or Eleven Thousand Two Hundred Fifty Dollars and 00/100 Cents ($11,250.00) shall be paid to the LWDA.

ii. **PAGA Member Payment:** 25% or Three Thousand Seven Hundred Fifty Dollars and 00/100 Cents ($3,750.00) shall be paid to the PAGA Members.

f. **Settlement Administrator**. The Settlement Administrator will demonstrate the proven ability and will contract to maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the claims process. The fees and expenses of the Settlement Administrator, up to a maximum of Eleven Thousand Two Hundred and Fifty Dollars and 00/100 Cents ($11,250.00) for work performed, shall be paid from the Gross Settlement Amount.

51. **Distribution of Settlement Payments.** Within ten (10) calendar days after Settlement Administrator's receipt of the second and final installment of the Gross Settlement Amount, the Settlement Administrator shall pay: (i) all Individual Settlement Payments owed to Participating Class Members; (ii) twenty-five percent (25%) of the PAGA Penalties Fund to PAGA Members; (iii) seventy-five percent (75%) of the PAGA Penalties Fund to the Labor and Workforce Development Agency; and (iv) the Service Awards to the Class Representatives. The Settlement Administration Costs and Class Counsel Award shall be paid pursuant to Class Counsel's instructions, after the distribution of the Net Settlement Amount, PAGA Penalties Fund, and Service Award. In no event shall any payments be made pursuant to this Paragraph prior to the Final Approval of the Settlement.

52. **Uncashed Settlement Payment Checks.** Any checks issued by the Settlement Administrator to Class Members and/or PAGA Group Members shall be negotiable for not less than one hundred and eighty (180) days after the postmarked date of their initial mailing. Those funds represented by settlement checks returned as undeliverable, and those settlement checks remaining uncashed for more than one hundred and eighty (180) calendar days after the postmarked date of their initial mailing will be transmitted to the *Cy Pres* Recipient. The Settlement Administrator shall direct such funds in compliance with California Code of Civil Procedure section 384, or as otherwise directed by the Final Approval Order. Those Class Members and/or PAGA Group Members who did not timely cash their checks will nevertheless remain bound by the Settlement.

53. **Settlement Awards Do Not Trigger Additional Benefits.** The Individual Class

Settlement Payments and Individual PAGA Payments, as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Class Members or PAGA Group Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members or PAGA Group Members may be entitled under any benefit plans.

54. **Tax Forms and Indemnification.** The Settlement Administrator shall be responsible for issuing the payments and withholding all required state and federal taxes in accordance with this Stipulation of Settlement. The Settlement Administrator will issue IRS Forms W-2 with respect to the amounts paid as wages to Participating Class Members, and IRS Forms 1099 with respect to the amounts paid as penalties and interest to Participating Class Members and PAGA Members. The Settlement Administrator will also issue IRS Forms 1099 to Class Counsel for the amount paid for approved fees and costs. The Settlement Administrator will be responsible for preparing these forms correctly. The Settlement Administrator shall also be responsible for submitting Defendants' share of payroll taxes to the appropriate government agencies on behalf of Defendants. Plaintiff, Participating Class Members, PAGA Members, and Class Counsel will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff, Participating Class Members, PAGA Members, and Class Counsel agree to indemnify Defendants for any liability it incurs to any tax authority on account of Plaintiff, Participating Class Members, PAGA Members, and/or Class Counsel's failure to pay all taxes due on the awarded attorneys' fees and costs, or any other amounts recorded on an IRS Form 1099.

55. **Circular 230 Disclaimer**. Each party to this agreement (for purposes of this section, the "acknowledging party" and each party to this agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this agreement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of united states treasury department circular 230 (31 CFR part 10, as

amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement.

56. **Notice to the Class.** Within fourteen (14) calendar days of preliminary approval of this Settlement by the Court, Defendants shall provide to the Settlement Administrator a Class List, consisting of the full names, last known addresses, Social Security numbers, total number of workweeks Class Members worked during the Class Period, and total number of pay periods PAGA Members worked during the PAGA Period.

57. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII"), which it receives from Defendants' Counsel and/or Class Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, without Defendants' consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (4) promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (5) destroy the PII upon termination of its services. The Settlement Administrator may provide notice to both Parties if the PII is subject to unauthorized access, use, disclosure, modification, or destruction; however, all additional communications from the Settlement Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendants.

58. The Settlement Administrator shall send Notice of Proposed Settlement in English and Spanish to each Class Member by first-class mail within ten (10) calendar days of receipt of the Class List. Prior to mailing the Court-approved Notice, the Settlement Administrator shall update the

addresses of the Class Members by reference to the National Change of Address Database maintained by the United States Postal Service. If a Notice of Proposed Settlement is returned as non-deliverable but with a forwarding address, the Settlement Administrator shall resend the Notice of Proposed Settlement to the forwarding address. If a Notice of Proposed Settlement is returned as non-deliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current address of the person to whom the Notice of Proposed Settlement was addressed and shall re-send the Notice of Proposed Settlement within five (5) calendar days to any updated address. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice of Proposed Settlement to the affected members of the Settlement Class.

59. The Settlement Administrator shall provide to the Court, concurrently with Plaintiff's Motion for Final Approval, a declaration of due diligence and proof of mailing regarding the mailing of the Notice of Proposed Settlement.

60. **Requests for Exclusion (Opt Out).** Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice of Proposed Settlement within which to postmark a written request for exclusion, for return to the Settlement Administrator. The request need not be in any particular form and will be considered a valid request for exclusion so long as it communicates a clear desire by the Class Member not to be included in the Settlement and/or Class, identifies his/her full name, last four (4) digits of his/her Social Security number, current address, and his/her signature. No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

61. Any Class Member who validly excludes him/herself from this Settlement shall not be bound by this Settlement and shall not be entitled to any portion of the Net Settlement Amount, except that in light of the binding nature of a PAGA judgment on non-party employees, Class Members who are also PAGA Members who exclude themselves from this Settlement shall still be bound by the release of the PAGA Released Claims, as well as any Judgment that may be entered by the Court thereon. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class

Members to submit a Request for Exclusion. Class Counsel shall not represent any Class Members with respect to any such request.

62. **Objections to the Settlement.** Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice of Proposed Settlement, or such number of days as the Court shall specify, within which to postmark a written objection, for return to the Settlement Administrator. Any Class Member wishing to object to the approval of this settlement ("Objecting Class Member") shall inform the Court and the Parties in writing of his or her intent to object. The written objection must contain: (1) the name and case number of this lawsuit; (2) full name and current address of the Objecting Class Member; (3) the specific reason(s) for the objection; and (4) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court. Any Objecting Class Member who wishes to appear at the Settlement Hearing and be heard orally in support of, or in opposition to the Settlement, must state so in the objection sent to the Settlement Administrator, or appear at the Settlement Hearing.

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

64. Objecting Class Members will have the right to appear at the Court's hearing to provide final approval of the Settlement in order to have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or to appeal from the Court's Final Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

65. **Defendants' Right To Rescind.** If ten percent (10%) or more of the Class submit a timely and valid Request for Exclusion, Defendants will have the right, but not the obligation, to revoke and void this Settlement at their discretion. Defendants must meet and confer with Class Counsel prior to exercising this right. Defendants must also exercise the option to rescind within fourteen (14) calendar days of the expiration of the opt-out period. If Defendants exercise this right to void the Settlement, then the Parties will have no further obligations under the Settlement, including, without limitation, any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement, except that Defendants shall pay all Settlement Administration

Costs incurred by the Settlement Administrator up to the date of Defendants' notice to rescind. In the event the Settlement is terminated, the Parties shall proceed in all respects as if this Stipulation of Settlement had not been executed. The Parties agree that they will not encourage any Class Member to object to the Settlement or to opt out.

66. **Release by Participating Class Members**. Upon the Effective Date and funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released Claims during the Class Period.

67. **Release by PAGA Members**. Upon the Effective Date and funding of the Gross Settlement Amount, Plaintiff and all PAGA Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all PAGA Released Claims during the PAGA Period. Class Members who are also PAGA Members shall still be bound by the PAGA Released Claims regardless of whether a timely and valid Request for Exclusion is submitted.

68. **Duties of the Parties Prior to Court Approval.** Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary approval. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to whether the proposed Settlement is within the range of possible judicial approval. Plaintiff will provide Defendants with a draft of the Motion at least one business day prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion. Promptly upon execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of an order substantially in the following form: (a) scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs, should be finally approved as fair, reasonable, and adequate as to the Class Members; (b) certifying the Class; (c) approving the manner and method for the Class Members to request exclusion from the Settlement as contained herein and within the Notice of Pendency of Class Action; (d) directing the mailing of the Notice of Pendency of Class Action by first class mail to the Class Members; and (e)

preliminarily approving the Settlement subject only to the objections of the Class Members and final review by the Court.

69. **Duties of the Parties Following Final Approval.** Following final approval by the Court of the settlement provided for in this Stipulation of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in approximately the following form: approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions including the approval of Class Counsel's application for an award of attorneys' fees and costs.

70. **Parties Authority.** The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

71. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking of such action as reasonable may be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall take all necessary steps to secure the Court's final approval of this Stipulation of Settlement. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from filing Requests for Exclusion.

72. **No Prior Assignments.** The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

73. **No Admission.** Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the Parties hereto has entered into this Stipulation of

Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

74. **Enforcement Actions.** In the event one or more of the parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. All such disputes shall be resolved by the Court.

75. **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third court day after service, addressed to Class Counsel or Defendants' Counsel, at their respective addresses on record.

76. **Construction.** The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arm's-length negotiations between the Parties with the assistance of a neutral mediator, and this Stipulation of Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his/her/its counsel participated in the drafting of this Stipulation of Settlement.

77. **Captions & Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

78. **Modification.** This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by the Parties or their counsel and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

79. **Integration Clause.** This Stipulation of Settlement contains the entire agreements between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written

and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

80. **California Law Governs.** All terms of this Stipulation of Settlement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California

82. **Binding on Assigns.** This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

83. **Disputes Re Language of Settlement Agreement.** If the Parties have a dispute with regard to the language of the terms of the Agreement, the Parties agree to present any such dispute to the mediator for resolution.

84. **Counterparts.** This Stipulation of Settlement may be executed in counterparts and by facsimile or electronic signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

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

Dated: 06/09/2026

Plaintiff Jairo Vasquez

Signed by:

Jairo

33CCFA9230AE8A4...

Dated: June 16, 2026

Defendants Matthias Julian Villegas Jr., individually and dba Matthias Villegas Jr., FLC

Signed by:

By: MJVillegas

A021D84043064FE...

Title: Owner

Dated: ______________________

Defendant Anthony Costa & Sons, LLC

By: Michael J. Costa

Title: Partner

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP, P.C.

Dated: June 9, 2026

B. James Fitzpatrick
Larry A. Lee
Attorneys for Plaintiff and Class

APPROVED AS TO FORM

GORDON REES SCULLY MANSUKHANI

Dated: June 16, 2026

James D. Miller
Attorneys for Defendants Matthias Julian Villegas Jr., individually and dba Matthias Villegas Jr., FLC

NOLAND, HAMMERLY, ETIENNE & HOSS

Dated: 6/11/26

Ana C. Toledo
Attorneys for Defendant Anthony Costa & Sons, LLC

EXHIBIT A

IMPORTANT LEGAL NOTICE
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY
Mendoza v. Matthias Julian Villegas Jr., et al.
Monterey County Superior Court, Case No. 24CV000958

<<FIRST AND LAST NAME>>
<<ADDRESS>>
<<CITY AND ZIP CODE>>

[redacted]

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY $<<EstimatedAward>> UNDER THIS PROPOSED SETTLEMENT.

TO RECEIVE YOUR PAYMENT, YOU DO NOT NEED TO TAKE ANY ACTION.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	You will receive a payment from the settlement. If you do nothing, you will continue participating in this lawsuit and be affected by its outcome. You will receive a settlement payment; however, you will lose any right to sue Defendants separately for the same legal claims asserted in the lawsuit. The estimated amount of your settlement payment is shown above and in Section 7 below. To receive your settlement payment, you need only keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file.
REQUEST EXCLUSION FROM THE CLASS ACTION SETTLEMENT (YOU CANNOT EXCLUDE YOURSELF FROM THE PAGA SETTLEMENT) **(Deadline:** <<Inset Date>>**)**	If you ask to be excluded from the class action settlement, you will get no payment from the settlement, but you will keep any rights under the class action claims to sue Defendants separately for the same legal claims made in this lawsuit. Important: You cannot ask to be excluded *and* still get a settlement payment. You cannot exclude yourself from the PAGA settlement.
OBJECT TO THE SETTLEMENT **(Deadline:** << Insert Date>>**)**	If you do not like any of the terms of the class action settlement, you may submit a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the settlement terms and will receive a settlement payment. Important: If you object to the settlement, you cannot also request exclusion. You cannot object to the PAGA settlement.

THIS NOTICE EXPLAINS THE NATURE OF THE ACTION, THE GENERAL TERMS OF THE PROPOSED SETTLEMENT, AND YOUR LEGAL RIGHTS AND OBLIGATIONS.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the "Settlement") has been reached in the class action and Private Attorneys General Act (PAGA) lawsuit entitled *Mendoza v. Matthias Julian Villegas Jr., et al.,* Monterey County Superior Court, Case No. 24CV000958 (hereinafter collectively referred to as the "Action"). Defendants have agreed to pay a total of $440,000.00 (the "Gross Settlement Amount") to settle all class and PAGA claims arising out of the Action. There was a hearing on <<Insert Date>> in the Superior Court of the State of California for the County of Monterey, at which time Judge <<Insert Name>> preliminarily approved the Settlement as being fair and reasonable to the members of the Class.

2. WHAT IS THE ACTION ABOUT?

This Action was originally filed in Monterey County Superior Court on March 7, 2024. The Complaint alleged claims on behalf of Plaintiff Mario Mendoza ("Plaintiff") and other similarly situated employees against Defendants Matthias Julian Villegas Jr., individually and dba Matthias Villegas Jr., FLC and Anthony Costa & Sons, LLC (collectively "Defendants") for: 1) failure to provide meal periods or compensation in lieu thereof; 2) failure to provide rest periods or compensation in lieu thereof; 3) failure to pay hourly and overtime wages; 4) failure to comply with itemized employee wage statement requirements; 5) failure to pay all wages upon termination; 6) failure to reimburse business expenses; 7) California Labor Code Private Attorneys General Act of 2004; and 8) Unfair Business Practices. The Complaint was later amended to remove Mario Mendoza as a plaintiff and include Jairo Vasquez in his place. The First Amended Complaint is the operative complaint.

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

3. WHAT IS A CLASS ACTION?

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

You are receiving this Notice because Defendants' records show that you were employed by Defendant Villegas in California as a non-exempt, piece-rate, and/or hourly-paid employee ("Class Member") at any time between March 7, 2020, through <<Insert Date>> ("Class Period").

You may also be receiving this Notice because Defendants' records indicate that you may be eligible for a payment under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698 et seq. If you were employed by Defendants as a non-exempt employee in California at any time between October 5, 2022, and <<Insert Date>> ("PAGA Period"), you are considered a "PAGA Group Member" and may receive a portion of the PAGA penalties allocated to employees.

5. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Defendants. Plaintiff thinks he 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 Plaintiff's counsel ("Class Counsel") believe the Settlement is a fair and reasonable compromise that is in the best interests of the Class.

6. WHAT ARE THE TERMS OF THE SETTLEMENT?

Defendants have agreed to pay a total of $440,000.00 to settle all claims arising out of the lawsuit. Subject to the Court's approval, the Gross Settlement Amount will be used as follows: (1) attorneys' fees for Class Counsel not to exceed one-third of the Gross Settlement or $146,666.67; (2) attorneys' costs/expenses not to exceed $15,000.00; (3) a "Service Award" to Plaintiff not to exceed $5,000.00; (4) settlement administration costs not to exceed $15,000.00; and (5) PAGA penalties not to exceed $15,000.00. The amount of money remaining after all of these payments (the "Net Settlement Amount") will be distributed to Class Members who do not opt out of the Settlement (the "Participating Class Members").

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

In addition, you may also be eligible to receive a payment under the PAGA, California Labor Code § 2699 *et seq*., if you are also a "PAGA Group Member," as defined above. Because this PAGA settlement is between the State and Defendants, you cannot object or opt out of the PAGA portion of the settlement.

7. WHAT IS MY PORTION OF THE SETTLEMENT?

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

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

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

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

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

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

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

10. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

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

The Released Parties include Defendants Matthias Julian Villegas Jr., individually and dba Matthias Villegas Jr., FLC, and Anthony Costa & Sons, LLC.

The Released Class Claims are as follows:

> all claims, causes of action, demands, damages, or liabilities arising at any time during the Class Period that were pled or which could reasonably have been pled based on the factual allegations contained in the operative Complaint in the Actions or any amendments thereto.

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

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

The PAGA Released Claims are as follows:

> all claims, causes of action, demands, damages, or liabilities arising at any time during the PAGA Period that were pled or which could have reasonably been pled based on the factual allegations contained in the operative Complaints in the Action or any amendments thereto, for civil penalties under the PAGA including claims premised on alleged violations of Labor Code §§ 201, 202, 203, 204, 208, 216, 223, 226, 226.7, 233, 510, 512, 558, 1174, 1194, 1197-1199, 2698 et seq, 2699(f) and (g), 2802, and the Wage Order.

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

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

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

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

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

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

If you do not opt-out of the Settlement by submitting a valid and timely request for exclusion as outlined above, you may object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement and you will also receive an Individual Settlement Payment.

Your written objections must state (1) your full name and current address; (2) the specific reason(s) for the objections; (3) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court; and (4) a statement as to whether you wish to appear at the Final Approval Hearing and be heard in support of, or in opposition to the Settlement. The objection must be postmarked by <<Insert Date>>, and sent to the Settlement Administrator at *Mendoza v. Matthias Julian Villegas Jr.*, c/o Phoenix Settlement Administrators, <<Insert Address>>.

You may also appear at the Final Approval hearing to state 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.

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

Plaintiff will request a service award of $5,000.00 for his service as the Class Representative and for his efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to Plaintiff.

14. 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. (collectively "Class Counsel"), representing Plaintiff, are also qualified to represent the Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

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

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

15. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court attorneys' fees not to exceed one-third of the Gross Settlement or $146,666.67 and reimbursement of litigation costs not to exceed $15,000.00. These fees will serve to compensate Class Counsel for their efforts in achieving the settlement for the benefit of the Class and for their risk in undertaking this representation on a contingency basis. Class Counsel has already spent many hours investigating this case, reviewing payroll and time records information provided by Defendants, researching the Class's claims, and negotiating this settlement for the Class. They will incur additional hours overseeing the final approval and implementing the plan of distribution.

16. WHAT IS THE FINAL APPROVAL HEARING?

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

17. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

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

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

18. HOW DO I GET MORE INFORMATION?

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

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

19. WHAT IF MY INFORMATION CHANGES?

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

20. WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

The Settlement calls for the Gross Settlement Amount to be funded in installment payments. The first payment of $190,000.00 is due within 30 days of final approval by the Court or December 31, 2026, whichever comes first, and the second and final payment of $250,000.00 by January 31, 2027.

Based on the current installment plan, the Parties anticipate that Class Members and PAGA Group Members will receive their Individual Settlement Payment and/or Individual PAGA Payment in or around March 2027.

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