Pursuant to CRC 2.259 this document has been electronically filed by the Superior Court of California, County of Santa Barbara, on 6/12/2026

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[*Additional counsel listed on next page*]

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
06/15/2026
Angela Braun, Executive Officer
BY Rosales, Michael
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

LAKEYSHA VAUGHN, individually and on behalf of others similarly situated,

Plaintiff,

vs.

DEN-MAT HOLDINGS, LLC, a Delaware Limited Liability Company; and DOES 1 through 25, inclusive,

Defendants.

Case No. 24CV01042
[Consolidated with Case No. 24CV02044]

Assigned to the Honorable Jed Beebe, Dept. 4

JOINT STIPULATION TO APPROVE AMENDMENT TO SETTLEMENT AGREEMENT; [~~PROPOSED~~] ORDER

Complaint Filed: February 21, 2024
Trial Date: Not Set

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Attorneys for Defendant
LOMPOC EXCEL PERSONNEL SERVICES, INC.

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

Plaintiffs Lakeysha Vaughn and Agustin Diaz (together, "Plaintiffs") and Defendants Den-Mat Holdings, LLC and Lompoc Excel Personnel Services, Inc. (together, "Defendants") (collectively with Plaintiffs, the "Parties"), by and through their respective attorneys of record, hereby stipulate as follows:

WHEREAS, on May 7, 2026, the Court granted Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and held a discussion regarding the translation of the Notice of Class Action Settlement ("Class Notice") from English to Spanish, and notified counsel to consider submitting a declaration concerning translation in connection with the final approval hearing;

WHEREAS, in order to address the Court's potential concerns regarding Spanish-language accessibility, the Parties have agreed to amend the Class Notice to include a sentence in Spanish advising Class Members that they may request a Spanish translation of the Class Notice from the Settlement Administrator;

WHEREAS, if a class member requests a Spanish translation and the administrator is required to prepare a certified Spanish translation, the administration costs could increase by up to an additional two-thousand dollars ($2,000.00);

WHEREAS, the Parties agree that the amended Class Notice accurately reflects the agreed-upon amendment and is otherwise consistent with the Class Notice approved by the Court on May 7, 2026;

WHEREAS, for the avoidance of doubt, the original Class Notice has not been mailed to the Class Members;

WHEREAS, a true and correct copy of Amendment No. 1 to Joint Stipulation of Class Action Settlement ("Amendment No. 1") is attached hereto as **Exhibit 1**, with the amended Class Notice attached to Amendment No. 1 as Exhibit A. A redline version of the amended Class Notice is attached hereto as **Exhibit 2**.

NOW, THEREFORE, the Parties, through their respective attorneys of record, **HEREBY STIPULATE AND REQUEST** as follows:

1. The Court approve Amendment No. 1 and the amended Class Notice; and

2. The deadline for the Settlement Administrator to mail the amended Class Notice to the Class Members be continued to five (5) business days after the Court enters the Order granting this Joint Stipulation to Approve Amendment to Settlement Agreement.

IT IS SO STIPULATED.

Dated: June 11, 2026 **BLACKSTONE LAW, APC**

By: *James S. Winn Jr.*
Alexandra Rose
James S. Winn Jr.
Attorneys for Plaintiffs LAKEYSHA VAUGHN and AGUSTIN DIAZ

Dated: June 11, 2026 **LITTLER MENDELSON, P.C.**

By: *Warsame Y. Hassan*
Luis E. Lorenzana
Khatereh Sage Fahimi
Warsame Y. Hassan
Attorneys for Defendant DEN-MAT HOLDINGS, LLC

Dated: June 11, 2026 **LIGHTGABLER LLP**

By: *Michael H. Brody*
Michael H. Brody
Ryan C. Ely
Attorneys for Defendant LOMPOC EXCEL PERSONNEL SERVICES, INC.

~~[PROPOSED]~~ ORDER

The Court, having reviewed the Parties' Joint Stipulation to Approve Amendment to Settlement Agreement ("Joint Stipulation") and FOR GOOD CAUSE appearing, hereby GRANTS the Parties' request and ORDERS the following:

1. The Amendment No. 1 to Joint Stipulation of Class Action Settlement ("Amendment No. 1") attached as **Exhibit 1** is approved;
2. The amended Notice of Class Action Settlement ("Class Notice") attached as Exhibit A to Amendment No. 1 is approved; and
3. The Settlement Administrator shall mail the amended Class Notice to the Class Members within five (5) business days of this Order.

IT IS SO ORDERED.

Dated: June 12, 2026

Jed Beebe
The Honorable Jed Beebe
Judge of the Superior Court

EXHIBIT 1

AMENDMENT NO. 1 TO JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Amendment No. 1 to Joint Stipulation of Class Action Settlement is entered into between Plaintiffs Lakeysha Vaughn and Agustin Diaz (together, "Plaintiffs") and Defendants Den-Mat Holdings, LLC and Lompoc Excel Personnel Services, Inc. (together, "Defendants") (collectively, with Plaintiffs, the "Parties") pursuant to Paragraph 44 of the Joint Stipulation of Class Action Settlement ("Settlement Agreement") entered into between the Parties on March 30, 2026.

A. The Notice of Class Action Settlement attached to the Settlement Agreement as "Exhibit A" is hereby replaced with the revised Notice of Class Action Settlement attached hereto as "Exhibit A."

Dated: June 11, 2026 **BLACKSTONE LAW, APC**

By: James S. Winn Jr.
Alexandra Rose
James S. Winn Jr.
Attorneys for Plaintiffs LAKEYSHA VAUGHN and AGUSTIN DIAZ

Dated: June 11, 2026 **LITTLER MENDELSON, P.C.**

By: Warsame Y. Hassan
Luis E. Lorenzana
Khatereh Sage Fahimi
Warsame Y. Hassan
Attorneys for Defendant DEN-MAT HOLDINGS, LLC

Dated: June 11, 2026 **LIGHTGABLER LLP**

By: Michael H. Brody
Michael H. Brody
Ryan C. Ely
Attorneys for Defendant LOMPOC EXCEL PERSONNEL SERVICES, INC.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Lakeysha Vaughn v. Den-Mat Holdings, LLC
Superior Court of California for the County of Santa Barbara, Case No. 24CV01042
Agustin Diaz v. Den-Mat Holdings, LLC; Lompoc Excel Personnel Services, Inc.
Superior Court of California for the County of Santa Barbara, Case No. 24CV02044

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Settlement, object to the Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiffs Lakeysha Vaughn ("Plaintiff Vaughn") and Agustin Diaz ("Plaintiff Diaz") (together, "Plaintiffs") and Defendants Den-Mat Holdings, LLC ("Den-Mat") and Lompoc Excel Personnel Services, Inc. ("Lompoc") (together, "Defendants") (collectively, Plaintiffs and Defendants are referred to as the "Parties") in the cases entitled *Lakeysha Vaughn v. Den-Mat Holdings, LLC*, Santa Barbara County Superior Court, Case No. 24CV01042 ("Vaughn Action") and *Agustin Diaz v. Den-Mat Holdings, LLC, et al.*, Santa Barbara County Superior Court, Case No. 24CV02044 ("Diaz Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Den-Mat in the State of California, and Lompoc employees who worked at Den-Mat's locations in the State of California, at any time during the Class Period.

"**Class Period**" means the period from February 21, 2020 through July 30, 2025.

II. BACKGROUND OF THE ACTION

On February 21, 2024, Plaintiff Vaughn filed a Class Action Complaint ("Vaughn Complaint") in the Vaughn Action, thereby commencing a putative class action against Den-Mat. On April 10, 2024, Plaintiff Diaz filed a Class Action Complaint ("Diaz Complaint") in the Diaz Action, thereby commencing a putative class action against Defendants. The Vaughn Complaint and Diaz Complaint are referred to as the "Operative Complaints."

Plaintiffs contend that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and engaged in unlawful non-compete and non-solicitation agreements and unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Vaughn Action and Diaz Action (together, the "Actions") or that they violated any law.

The Parties participated in mediation with a respected class action mediator and, as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Vaughn and Plaintiff Diaz as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
James S. Winn Jr.
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs or Class Members. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Fifty Thousand Dollars and Zero Cents ($850,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $297,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) each to Plaintiffs (total, $20,000.00) for their services in the Actions; and (3) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on number of weeks each Class Member worked for Den-Mat or for Lompoc at Den-Mat locations as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class

Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants' Records

According to Defendants' records:

- **From February 21, 2020 through July 30, 2025 (i.e., the Class Period), you are credited as having worked [_____] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Vaughn Action (*Vaughn v. Den-Mat Holdings, LLC*, Case No. 24CV01042) or Diaz Action (*Diaz v. Den-Mat Holdings, LLC, et al.,* Case No. 24CV02044); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be $___________. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims.

"Released Claims" means any and all claims which were alleged based on the factual allegations in the Operative Complaints, arising during the Class Period, or which could have been pled in the Operative Complaints, arising during the Class Period, based on the factual allegations therein, including claims that could be brought pursuant to: (1) unpaid wages (including but not limited to overtime pay, minimum wage, or regular wages) or the failure to timely pay wages, whether contractual or statutory; (2) failure to provide meal and rest periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate; (3) failure to provide timely payment of wages during employment and upon termination and associated penalties; (4) failure to provide accurate wage statements and associated damages or penalties, and reimburse necessary business-related expenses; (5) requirements of non-compete/non-solicitation agreements; and (6) violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 925, 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 16600 and 17200, et seq, in violation of law, policy, contract, or common law.

"Released Parties" means Defendants, and their subsidiaries, affiliates, all of their respective direct and indirect parents, and their respective successors and predecessors in interest, each of their past, present and future respective officers, directors, shareholders, employees, attorneys, administrators, fiduciaries, trustees, beneficiaries, insurers and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $297,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Ten Thousand Dollars and Zero Cents ($10,000.00) ("Enhancement Payment(s)") each to Plaintiffs (total, $20,000.00), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, they will be paid to Plaintiffs in addition to their Individual Settlement Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Claims against the Released Parties as described in Section III.D above.

As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

Class Members may request to be excluded from the Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Vaughn Action (*Vaughn v. Den-Mat Holdings, LLC*, Case No. 24CV01042) or Diaz Action (*Diaz v. Den-Mat Holdings, LLC, et al.,* Case No. 24CV02044); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Settlement (and the release of Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Vaughn Action (*Vaughn v. Den-Mat Holdings, LLC*, Case No. 24CV01042) or Diaz Action (*Diaz v. Den-Mat Holdings, LLC, et al.,* Case No. 24CV02044); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SM4 of the Santa Barbara County Superior Court, located at 312 East Cook Street, Santa Maria, California 93454, on [**date**], at [**time**], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

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, although you may appear if you wish to.

To appear at the Final Approval Hearing, you must have Zoom installed on your device. Once Zoom is downloaded, you can join the hearing using the link below:

https://www.zoomgov.com/j/1617975412?pwd=VGUxL2Z3TXJVK2hSc2EyR3c1cGhUZz09

When prompted, enter the following:

Meeting ID: 161 797 5412
Passcode: 8749009

After entering the meeting, please wait to be admitted. Once admitted, ensure your microphone is muted and your camera is turned off unless instructed otherwise.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by following the link below:

https://portal.sbcourts.org/CASBCIVILPORTAL

After opening the link, click "Smart Search." When prompted, enter the case number provided above, check the "I'm not a robot" box, and click Submit. The case number and case name will appear. Click on the blue case number on the left side of the screen. You will then be able to view the full case file, including the Settlement Agreement and all related documents.

You may also visit the Settlement Administrator's website at ____________ for key documents in the Actions.

ATENCIÓN: ESTE AVISO SE PROPORCIONA SOLO EN INGLÉS. SI NECESITA UNA VERSIÓN EN ESPAÑOL, POR FAVOR COMUNÍQUESE CON EL ADMINISTRADOR DEL ACUERDO: [INSERT

SETTLEMENT ADMINISTRATOR'S CONTACT INFORMATION]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

NOTICE OF CLASS ACTION SETTLEMENT

Lakeysha Vaughn v. Den-Mat Holdings, LLC
Superior Court of California for the County of Santa Barbara, Case No. 24CV01042
Agustin Diaz v. Den-Mat Holdings, LLC; Lompoc Excel Personnel Services, Inc.
Superior Court of California for the County of Santa Barbara, Case No. 24CV02044

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Settlement, object to the Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiffs Lakeysha Vaughn ("Plaintiff Vaughn") and Agustin Diaz ("Plaintiff Diaz") (together, "Plaintiffs") and Defendants Den-Mat Holdings, LLC ("Den-Mat") and Lompoc Excel Personnel Services, Inc. ("Lompoc") (together, "Defendants") (collectively, Plaintiffs and Defendants are referred to as the "Parties") in the cases entitled *Lakeysha Vaughn v. Den-Mat Holdings, LLC*, Santa Barbara County Superior Court, Case No. 24CV01042 ("Vaughn Action") and *Agustin Diaz v. Den-Mat Holdings, LLC, et al.*, Santa Barbara County Superior Court, Case No. 24CV02044 ("Diaz Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Den-Mat in the State of California, and Lompoc employees who worked at Den-Mat's locations in the State of California, at any time during the Class Period.

"**Class Period**" means the period from February 21, 2020 through July 30, 2025.

II. BACKGROUND OF THE ACTION

On February 21, 2024, Plaintiff Vaughn filed a Class Action Complaint ("Vaughn Complaint") in the Vaughn Action, thereby commencing a putative class action against Den-Mat. On April 10, 2024, Plaintiff Diaz filed a Class Action Complaint ("Diaz Complaint") in the Diaz Action, thereby commencing a putative class action against Defendants. The Vaughn Complaint and Diaz Complaint are referred to as the "Operative Complaints."

Plaintiffs contend that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and engaged in unlawful non-compete and non-solicitation agreements and unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Vaughn Action and Diaz Action (together, the "Actions") or that they violated any law.

The Parties participated in mediation with a respected class action mediator and, as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Vaughn and Plaintiff Diaz as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
James S. Winn Jr.
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs or Class Members. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Fifty Thousand Dollars and Zero Cents ($850,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $297,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) each to Plaintiffs (total, $20,000.00) for their services in the Actions; and (3) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on number of weeks each Class Member worked for Den-Mat or for Lompoc at Den-Mat locations as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class

Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants' Records

According to Defendants' records:

- **From February 21, 2020 through July 30, 2025 (i.e., the Class Period), you are credited as having worked [_____] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Vaughn Action (*Vaughn v. Den-Mat Holdings, LLC*, Case No. 24CV01042) or Diaz Action (*Diaz v. Den-Mat Holdings, LLC, et al.,* Case No. 24CV02044); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

> **Under the terms of the Settlement, your Individual Settlement Share is estimated to be $___________. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims.

"Released Claims" means any and all claims which were alleged based on the factual allegations in the Operative Complaints, arising during the Class Period, or which could have been pled in the Operative Complaints, arising during the Class Period, based on the factual allegations therein, including claims that could be brought pursuant to: (1) unpaid wages (including but not limited to overtime pay, minimum wage, or regular wages) or the failure to timely pay wages, whether contractual or statutory; (2) failure to provide meal and rest periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate; (3) failure to provide timely payment of wages during employment and upon termination and associated penalties; (4) failure to provide accurate wage statements and associated damages or penalties, and reimburse necessary business-related expenses; (5) requirements of non-compete/non-solicitation agreements; and (6) violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 925, 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 16600 and 17200, et seq, in violation of law, policy, contract, or common law.

"Released Parties" means Defendants, and their subsidiaries, affiliates, all of their respective direct and indirect parents, and their respective successors and predecessors in interest, each of their past, present and future respective officers, directors, shareholders, employees, attorneys, administrators, fiduciaries, trustees, beneficiaries, insurers and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $297,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Ten Thousand Dollars and Zero Cents ($10,000.00) ("Enhancement Payment(s)") each to Plaintiffs (total, $20,000.00), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, they will be paid to Plaintiffs in addition to their Individual Settlement Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Claims against the Released Parties as described in Section III.D above.

As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

Class Members may request to be excluded from the Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Vaughn Action (*Vaughn v. Den-Mat Holdings, LLC*, Case No. 24CV01042) or Diaz Action (*Diaz v. Den-Mat Holdings, LLC, et al.,* Case No. 24CV02044); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Settlement (and the release of Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Vaughn Action (*Vaughn v. Den-Mat Holdings, LLC*, Case No. 24CV01042) or Diaz Action (*Diaz v. Den-Mat Holdings, LLC, et al.,* Case No. 24CV02044); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SM4 of the Santa Barbara County Superior Court, located at 312 East Cook Street, Santa Maria, California 93454, on [**date**], at [**time**], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

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, although you may appear if you wish to.

To appear at the Final Approval Hearing, you must have Zoom installed on your device. Once Zoom is downloaded, you can join the hearing using the link below:

https://www.zoomgov.com/j/1617975412?pwd=VGUxL2Z3TXJVK2hSc2EyR3c1cGhUZz09

When prompted, enter the following:

Meeting ID: 161 797 5412
Passcode: 8749009

After entering the meeting, please wait to be admitted. Once admitted, ensure your microphone is muted and your camera is turned off unless instructed otherwise.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by following the link below:

https://portal.sbcourts.org/CASBCIVILPORTAL

After opening the link, click "Smart Search." When prompted, enter the case number provided above, check the "I'm not a robot" box, and click Submit. The case number and case name will appear. Click on the blue case number on the left side of the screen. You will then be able to view the full case file, including the Settlement Agreement and all related documents.

You may also visit the Settlement Administrator's website at ____________ for key documents in the Actions.

ATENCIÓN: ESTE AVISO SE PROPORCIONA SOLO EN INGLÉS. SI NECESITA UNA VERSIÓN EN ESPAÑOL, POR FAVOR COMUNÍQUESE CON EL ADMINISTRADOR DEL ACUERDO: [INSERT

Formatted: Spanish (Spain)

SETTLEMENT ADMINISTRATOR'S CONTACT INFORMATION]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I, Ana Turcios, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On June 11, 2026, I served a copy of the following document(s):

- **JOINT STIPULATION TO APPROVE AMENDMENT TO SETTLEMENT AGREEMENT; [PROPOSED] ORDER**

On the interested parties as follows:

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Khatereh Sage Fahimi
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☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address *aturcios@blackstonepc.com* pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 11, 2026 at Beverly Hills, California.

/s/ Ana Turcios
Ana Turcios