

BAILEY & GLASSER, LLP

Jonathan R. Marshall (SBN 350631)
jmarshall@baileyglasser.com
580 California Street, 12th Floor
San Francisco, CA 94104
Telephone: (304) 345-6555
Facsimile: (304) 342-1110

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, CA 90024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

*Attorneys for Plaintiff Joseph Flores on behalf
of himself and all others similarly situated*

SHIRK LAW PLLC

David J. Shirk (*Pro Hac Vice*)
dshirk@mortgagebanking.law
1629 K Street NW, Suite 300
Washington, DC 20006
Telephone: (202) 400-3870

*Attorney for Defendant, Village
Capital & Investment, LLC*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JOSEPH FLORES, on behalf
of himself and all others similarly situated,

Plaintiff,

v.

VILLAGE CAPITAL & INVESTMENT LLC, and
DOES 1 through 10, inclusive,

Defendants.

Case No. CVRI2500355

The Honorable Harold W. Hopp

**CLASS SETTLEMENT AND
RELEASE AGREEMENT**

1. PARTIES

This Class Settlement and Release Agreement (“Settlement Agreement”) is made and entered into by and between (i) Plaintiff Joseph Flores, in his individual capacity and on behalf of the Settlement Class defined below, on the one hand; and (ii) Defendant Village Capital & Investment LLC (“Defendant” or “Village Capital”), on the other. The parties to this Agreement are collectively referred to as the “Parties” or individually as a “Party.” The Parties intend this

Settlement Agreement to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), subject to the terms of this Settlement Agreement and final approval of the Court.

2. RECITALS

2.1. On January 24, 2025, Plaintiff filed his Complaint (the “Complaint”) against Defendant in the Superior Court of the State of California, County of Riverside, styled *Joseph Flores, v. Village Capital & Investment LLC*, Case No. CVRI2500355.

2.2. Plaintiff alleged that Village Capital breached its contracts with its borrowers and violated California’s Unfair Competition Law (CAL. BUS. & PROF. CODE §§ 17200 *et seq.*) and Rosenthal Fair Debt Collection Practices Act (CAL. CIV. CODE §§ 1788 *et seq.*), based on the alleged assessment of convenience fees when borrowers made their payments to Village Capital through certain payment methods.

2.3. After Plaintiff served a pre-suit notice of grievance letter, Village Capital refunded the fees at issue under the breach of contract, Rosenthal Act, and UCL theories, including the fees paid by Plaintiff, and stopped charging the challenged fees.

2.4. On April 22, 2026, the Parties filed a Joint Application for Partial Dismissal of Putative Class Claims, as well as a Memorandum of Points and Authorities and Declarations of Plaintiff’s Counsel and Plaintiff Joseph Flores in support. Because the fees collected were subsequently refunded, the Parties moved to dismiss the breach of contract and UCL claims because the relief sought under them was recovery or restitution of the pay-to-pay fees Defendant allegedly charged borrowers. The remaining live claim is the claim for statutory damages under the Rosenthal Fair Debt Collection Practices Act, which has a one-year statute of limitations. Cal. Civ. Code § 1788.30(b), (f).

2.5. After engaging in discovery, the Parties mediated the case before experienced mediator Honorable Suzanne Segal (Ret.) on December 29, 2025, resulting in a

1 settlement in principle. The Parties engaged in subsequent arm's-length settlement
2 negotiations amongst counsel and Judge Segal and executed a term sheet.

3 2.6. On February 13, 2026, the Parties notified the Court that a settlement in principle
4 had been reached between the Parties and jointly moved to stay all proceedings.
5 The Court thereafter vacated all pending deadlines and proceedings, set this matter
6 for a Status Conference Hearing on June 9, 2026, and ordered Plaintiff to file a
7 Motion for Preliminary Approval of the Class Action Settlement.

8 2.7. Village Capital denies all allegations and claims against it in the Action, all
9 wrongdoing and/or liability, that the putative class is certifiable in a contested
10 motion for class certification, and that Plaintiff and the putative class members are
11 entitled to relief pursuant to claims in the Complaint. Neither the facts nor the
12 terms of this Settlement Agreement shall be used, offered, or received in evidence
13 in any action or proceeding between the Parties except to enforce this Settlement
14 Agreement.

15 2.8. Notwithstanding the above, without admitting or conceding any wrongdoing or
16 liability, and solely to avoid the burden, expense, and uncertainty of further
17 litigation, the Parties desire to compromise and settle the Action and have reached
18 this Settlement Agreement to resolve the disputes between them, pending Court
19 approval.

20 2.9. Plaintiff's motion for preliminary approval of this settlement will include a request
21 for the Court to provisionally certify the Settlement Class, comporting with the
22 definition agreed upon by the Parties and mirroring the definition in Section 4.1
23 below. This Settlement Agreement is expressly conditioned upon and subject to
24 preliminary and final approval by the Court, as set forth herein. Absent such
25 approvals, this Settlement Agreement and the underlying Settlement shall be void
26 and inadmissible in future proceedings, and the Parties shall return to their *status*
27 *quo ante*.
28

1 2.10. Village Capital has agreed to create a total Settlement Fund of \$200,000.00, which
2 shall be used to pay the Settlement Class Members, Attorney's Fees and Expenses,
3 Incentive Award, and Administrative Costs, as defined below. Village Capital is
4 not required to pay any amount above \$200,000.00 in connection with the
5 settlement.

6 2.11. Plaintiff and Class Counsel have concluded, after investigation and evaluation of
7 the facts and law relating to the claims and defenses in the Action, that this
8 Agreement is fair, reasonable, adequate, and in the best interests of Plaintiff and
9 the Settlement Class.

10 2.12. In consideration of the agreements, promises, and covenants in this Settlement
11 Agreement, and subject to the terms herein and the approval of the Court, the
12 Action shall be fully and finally resolved.

13 **3. DEFINITIONS**

14 As used herein, the following terms have the meanings set forth below.

15 3.1. "Action" means the civil action styled *Joseph Flores v. Village Capital &*
16 *Investment LLC*, Case No. CVRI2500355, pending in the Superior Court of
17 California for the County of Riverside.

18 3.2. "Administrative Costs" means all reasonable and authorized costs and expenses of
19 disseminating and publishing the Class Notice in accordance with the Preliminary
20 Approval Order, and all reasonable and authorized costs and expenses incurred by
21 the Settlement Administrator in administering the settlement.

22 3.3. "Attorney's Fees and Expenses" means such funds as may be awarded to Class
23 Counsel by the Court to compensate them (and all other attorneys for Plaintiff or
24 the Settlement Class) for their fees and all expenses incurred by Plaintiff or Class
25 Counsel in connection with the Action.

26 3.4. "Class List" means the list of loan accounts identified by Village Capital as
27 belonging to the Settlement Class Members, along with the account holders'
28 names and last-known mailing addresses, including any portion thereof.

- 1 3.5. “Class Counsel” means Jonathan Marshall and Denali Hedrick of Bailey &
2 Glasser, LLP, and David Bibiyan of Bibiyan Law Group, P.C.
- 3 3.6. “Class Notice” means the notice described in Section 9 of this Settlement
4 Agreement to be provided to potential Settlement Class Members, which will
5 notify potential Settlement Class Members about, among other things, their rights
6 to opt-out or object to the settlement, the preliminary approval of the Settlement,
7 and the scheduling of the Final Approval Hearing. Class Notice consists of the
8 Long-Form Notice and the Settlement Website.
- 9 3.7. “Class Period” means the period from January 24, 2024, through the date
10 Plaintiff’s motion for preliminary approval is filed.
- 11 3.8. “Court” means the Superior Court of California for the County of Riverside.
- 12 3.9. “Defendant” or the “Village Capital” means Defendant Village Capital &
13 Investment LLC.
- 14 3.10. “Effective Date” means thirty days after the entry of the Final Approval Order.
- 15 3.11. “Fee(s)” means the separate convenience fees assessed to the Settlement Class
16 Members when making payments on a loan account with Village Capital during
17 the Class Period.
- 18 3.12. “Final Approval Hearing” means the hearing at which the Court shall (1)
19 determine whether to grant final approval to this settlement; (2) consider any
20 timely objections to this settlement and all responses thereto; and (3) consider
21 requests for an Incentive Award to the Plaintiff, and any opposition thereto, and
22 for an award of Attorneys’ Fees and Expenses.
- 23 3.13. “Final Approval Order” means the order approving the settlement, certifying the
24 Settlement Class as final, and entering judgment in the Action.
- 25 3.14. “Funding Date” means fifteen days after the Court enters the Final Approval
26 Order.
- 27
28

- 1 3.15. “Long-Form Notice” means the notice to be mailed to class members and posted
2 on the Settlement Website that discloses the terms of the Settlement Agreement,
3 substantially in the form of **Exhibit A**.
- 4 3.16. “Net Settlement Fund” means the amount of the Settlement Fund available for
5 distribution to Settlement Class Members after payment of Administrative Costs,
6 any Court-approved Attorney’s Fees and Expenses, and Incentive Award.
- 7 3.17. “Objection Deadline” and “Opt-Out Deadline” mean the deadline by which
8 potential Settlement Class Members must submit an objection or opt-out under the
9 Settlement Agreement, should they choose to do either.
- 10 3.18. “Plaintiff” means the putative class representative Joseph Flores.
- 11 3.19. “Preliminary Approval Order” means the order entered by the Court preliminarily
12 approving the settlement, provisionally certifying the Settlement Class, and
13 approving the Class Notice to Settlement Class Members. The Parties have agreed
14 on a proposed Preliminary Approval Order, attached as **Exhibit D**.
- 15 3.20. “Released Claim(s)” shall have the meaning set forth in Section 17.2 below.
- 16 3.21. “Settlement Administrator” shall be the entity identified in Section 7.1.
- 17 3.22. “Settlement Class” means the class of persons that will be certified by the Court
18 for settlement purposes only. The full definition is set forth in Section 4.1.
- 19 3.23. “Settlement Class Member” means any person who falls within the definition of
20 the Settlement Class set forth in Section 4.1 below and who does not submit a
21 timely and valid request for exclusion.
- 22 3.24. “Settlement Fund” means the total aggregate common fund that Village Capital
23 will be obligated to pay by operation of this Settlement Agreement if it receives
24 final approval from the Court and the Final Approval Order becomes final. The
25 Settlement Fund equals \$200,000 and will be used to pay the Settlement Class
26 Members, Attorney’s Fees and Expenses, Incentive Award, and Administrative
27 Costs. The Settlement Fund is Village Capital’s maximum and exclusive payment
28 obligation under this Settlement Agreement to settle the Action in full. The

Settlement Fund is a non-reversionary fund, with all portions of the fund used to pay the Settlement Class Members, Attorney's Fees and Expenses, Incentive Award, and Administrative Costs. No part of the Settlement Fund will revert to Village Capital.

3.25. "Settlement Payment(s)" means the payment(s) to be made from the Settlement Fund to Settlement Class Members.

3.26. "Settlement Website" means an internet website to be established and maintained by the Settlement Administrator that will contain the Settlement Agreement, Long-Form Notice, the Preliminary Approval Order and Final Approval Order, following entry by the Court, and such other information agreed to by the Parties.

4. PROVISIONAL CERTIFICATION OF SETTLEMENT CLASS

4.1. The Settlement Class is defined as all natural persons with a loan for which payments are collected by Village Capital, who paid a fee to Village Capital for making a payment from January 24, 2024, through the date Plaintiff files the motion for preliminary approval. At present, Village Capital's records reflect that the Settlement Class consists of approximately 1,169 loan accounts.

4.2. Solely for the purpose of effectuating the Settlement Agreement and subject to Court approval, Plaintiff will request that the Court enter the Preliminary Approval Order in accordance with the terms of this Settlement Agreement, which requests that: (1) a Settlement Class be certified in accordance with the definition of the Settlement Class set forth in the preceding paragraph; (2) Plaintiff shall represent the Settlement Class for settlement purposes; and (3) Class Counsel shall represent the Settlement Class for settlement purposes.

4.3. The terms, effectiveness and validity of this Settlement Agreement are subject to the entry of a Preliminary Approval Order granting a motion for preliminary approval of class settlement ("Preliminary Approval Motion"), and the entry of a Final Approval Order granting a motion for final approval of class ("Final Approval Motion").

1 **5. SETTLEMENT FUND**

2 5.1. As set forth in Section 2.10, Village Capital will pay the Settlement Fund of
3 \$200,000.00 in full settlement of all claims that were asserted or could have been
4 asserted in the Action.

5 5.2. The Settlement Fund is an “all-in” payment. In no event shall Village Capital be
6 liable for any amount greater than the Settlement Fund.

7 5.3. Village Capital shall pay the Settlement Fund to the Settlement Administrator no
8 later than the Funding Date.

9 5.4. Under no circumstances will any portion of the Settlement Fund revert to Village
10 Capital.

11 5.5. The Court shall retain continuing jurisdiction over the Settlement Fund sufficient
12 to satisfy the requirements of 26 C.F.R. § 1.468B-1. The Settlement Administrator
13 shall have the Settlement Fund treated as a “qualified settlement fund” as defined
14 in 26 C.F.R. § 1.468B-1. The Settlement Administrator shall cause any taxes
15 imposed on the earnings of the Settlement Fund to be paid out of such earnings
16 and shall comply with all tax reporting and withholding requirements imposed on
17 the Settlement Fund under applicable tax laws. The Settlement Administrator shall
18 be the “administrator” of the Settlement Fund pursuant to 26 C.F.R. § 1.468B-
19 2(k)(3).

20 **6. DISTRIBUTION OF SETTLEMENT FUND**

21 6.1. The Net Settlement Fund shall be distributed to Settlement Class Members per
22 capita on a per account basis. The Parties acknowledge that Defendant previously
23 refunded fees at issue under the contract, Rosenthal Act, and UCL theories, and
24 the settlement is intended to resolve the remaining live Rosenthal Act statutory
25 damages claims.

26 6.2. Settlement Payments shall be made on a per-account basis. Co-borrowers shall
27 receive a single, shared Settlement Payment. Settlement Class Members who
28 receive a Settlement Payment shall be solely responsible for allocating or

distributing such payment between or among all co-borrowers. For borrowers with two or more loan accounts, one Settlement Payment shall be made per loan account, subject to the same conditions herein. No interest shall be included as an element of, or be payable or paid on, any Settlement Payment.

6.3. As payment for Attorney's Fees and Expenses, Class Counsel shall apply to the Court for a distribution of no more than one-third of the Settlement Fund, plus litigation expenses, which sum (one-third of the Settlement Fund plus expenses) shall include all Attorney's Fees and Expenses incurred by Plaintiff, subject to Court approval. Class Counsel shall be paid their Attorney's Fees and Expenses out of the Settlement Fund within seven days of the Funding Date.

6.4. Plaintiff shall apply for an award ("Incentive Award") of no more than \$7,500, subject to Court approval, in addition to their Settlement Payment. Plaintiff's Incentive Award shall be paid out of the Settlement Fund within seven days of the Funding Date.

6.5. If the Court awards less than the amount requested for fees, costs, or service award, the difference shall remain in the Net Settlement Fund for distribution to Settlement Class Members. Any order relating to fees, costs, or Incentive Award, or any appeal from such an order, shall not affect the finality or effectiveness of the Settlement Agreement unless the Parties expressly agree otherwise.

6.6. The Settlement Administrator shall mail Settlement Payments to Settlement Class Members via check to their last-known mailing address as provided on the Class List or as discovered by the Settlement Administrator. Any envelope transmitting a settlement distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

6.7. These checks shall be negotiable for 180 days ("Check-Cashing Deadline"). The Settlement Administrator shall track all negotiated and uncashed settlement checks. The Settlement Administrator shall mail a reminder postcard to any class member whose settlement distribution check has not been negotiated within 60

1 days after the date of mailing. The Settlement Administrator will cancel all checks
2 not cashed by the Check-Cashing Deadline.

3 6.8. If, after the Check-Cashing Deadline, funds remain in the Net Settlement Fund in
4 an amount sufficient to make a second distribution economically feasible, the
5 Settlement Administrator shall equally distribute those funds to Settlement Class
6 Members who cashed their initial settlement checks by the Check-Cashing
7 Deadline, unless the Court orders otherwise.

8 6.9. If, after any redistribution, or if redistribution is not economically feasible in the
9 judgment of the Settlement Administrator and Class Counsel, there are funds
10 remaining in the Net Settlement Fund, such remaining funds shall be distributed
11 to a cy pres recipient proposed by Class Counsel and approved by Defendant and
12 the Court.

13 6.10. Subject to the terms and conditions of this Settlement Agreement, the Settlement
14 Administrator shall make disbursements from the Settlement Fund in the
15 following order:

- 16 a. Pay any taxes and tax-related expenses;
- 17 b. Pay to Plaintiff any approved Incentive Award;
- 18 c. Pay to Class Counsel any approved Attorney's Fees and Expenses;
- 19 d. Pay Settlement Payments to all Settlement Class Members, including a
20 possible secondary distribution; and
- 21 e. If necessary, pay any remaining amounts in the Settlement Fund to the
22 approved cy pres recipient.

1 **7. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS**

2 7.1. With the Preliminary Approval Motion, the Parties will propose that the Court
3 appoint the Settlement Administrator. The proposed Settlement Administrator is
4 ILYM Group, Inc.

5 7.2. The Settlement Administrator shall administer the Settlement Agreement in a cost-
6 effective and timely manner. Without limiting any of its other obligations as stated
7 herein, the Settlement Administrator shall be responsible for:

- 8 a. receiving class data from Defendant;
9 b. performing address updating, skip tracing, and re-mailing as appropriate;
10 c. disseminating Class Notice;
11 d. establishing and maintaining the Settlement Website;
12 e. receiving and maintaining exclusion forms and objection forms;
13 f. providing copies of exclusions and objections to counsel;
14 g. calculating settlement payments;
15 h. issuing settlement checks;
16 i. tracking returned mail, stale checks, and negotiated checks;
17 j. issuing tax forms, if required;
18 k. maintaining appropriate records of settlement administration; and
19 l. filing declarations in support of final approval, including declarations
20 authenticating every exclusion form and every objection form received.

21 7.3. All Administrative Costs, including all costs and expenses related to Class Notice,
22 distribution of settlement proceeds, and reasonable measures to locate potential
23 Settlement Class Members, will be paid from the Settlement Fund.

24 7.4. Defendant shall not be liable for the independent acts, omissions, or errors of the
25 Settlement Administrator, provided that nothing in this paragraph relieves
26 Defendant of its obligations to timely provide accurate class data and otherwise
27 cooperate in good faith with settlement administration.
28

1 **8. PRELIMINARY APPROVAL MOTION**

2 8.1. The Parties shall cooperate in good faith in preparing and filing all papers
3 necessary to obtain the Preliminary and Final Approval Orders.

4 8.2. Class Counsel and Plaintiff will file with the Court a noticed Preliminary Approval
5 Motion. The Preliminary Approval Motion will request that the Court:

- 6 a. Preliminarily certify, for settlement purposes only, the Settlement Class;
7 b. Find that Plaintiff and Class Counsel fairly and adequately represent the
8 interests of the Settlement Class;
9 c. Appoint Plaintiff as class representative for settlement purposes only;
10 d. Appoint Class Counsel for settlement purposes only;
11 e. Appoint the Settlement Administrator;
12 f. Find preliminarily that the Settlement Agreement is fair, reasonable, and
13 adequate to the Settlement Class;
14 g. Find that the Class Notice comply with constitutional and statutory
15 requirements and constitute the best notice practicable under the
16 circumstances;
17 h. Schedule a Final Approval Hearing for at least 100 days after the filing of the
18 Preliminary Approval Motion; and
19 i. Enter the Preliminary Approval Order.

20 **9. CLASS NOTICE**

21 9.1. If the Court grants the Preliminary Approval Motion, the Settlement Administrator
22 shall, within twenty-eight (28) days of entry of the Preliminary Approval Order,
23 mail the Long-Form Notice, the Objection Form (Exhibit C), and the Exclusion
24 Form (Exhibit B) by first-class mail to each potential Settlement Class Member at
25 their last known mailing address.

26 9.2. If the mailed Long-Form Notice is returned as undeliverable with a forwarding
27 address, the Settlement Administrator shall re-mail the returned mail to the
28 forwarding address. If the Long-Form Notice is returned as undeliverable without

a forwarding address, the Settlement Administrator shall perform a National Change of Address Registry and LexisNexis/Death Records Search to locate a valid mailing address. If the Settlement Administrator locates a valid mailing address, it shall re-mail the Class Notice to that address.

9.3. The Settlement Administrator shall also establish the Settlement Website which shall include the Preliminary Approval Order; this Settlement Agreement; the Long-Form Notice; the Exclusion Form; the Objection Form; key deadlines and hearing information; and contact information for Class Counsel and the Settlement Administrator.

9.4. The Class Notice shall apprise the potential Settlement Class Members of their rights to opt out of the Settlement Class or object to the Settlement Agreement. The Class Notice shall also inform potential Settlement Class Members that any objections or opt outs must be sent no later than sixty days from the date the Settlement Administrator mails the Class Notice, and that any failure to object or opt out in accordance with applicable deadlines constitutes a knowing and voluntary waiver of any right to opt out of the Settlement Class, object to the settlement, or bring Released Claims against Village Capital.

9.5. This Agreement does not impose on any Party or the Settlement Administrator an obligation to make extraordinary efforts to locate a potential Settlement Class Member.

10. CLASS LIST AND SETTLEMENT PAYMENT INFORMATION

10.1. Village Capital shall provide the Settlement Administrator and Class Counsel with a Class List including: loan accounts and names of putative Settlement Class Members, as well as their last known mailing addresses, to facilitate the Settlement Administrator's distribution of Class Notice and transmission of Settlement Payments to Settlement Class Members.

1 10.2. Village Capital will provide the Class List to the Settlement Administrator and
2 Class Counsel within ten days of the Court's entry of the Preliminary Approval
3 Order.

4 10.3. The Settlement Administrator and Class Counsel shall use the Class List solely
5 for purposes of fulfilling their respective duties and obligations under the
6 Preliminary Approval Order, or as otherwise required by law or further order of
7 the Court. The Settlement Administrator and Class Counsel shall keep the Class
8 List confidential and shall not disclose the Class List except to their agents and
9 employees and only to the extent necessary to fulfill their respective duties and
10 obligations under the settlement. The Settlement Administrator and Class Counsel
11 shall take all reasonable steps to maintain the confidentiality of the Class List.
12 Toward that end, upon notice from the Settlement Administrator that the
13 Settlement Fund has been fully distributed as provided by this Settlement
14 Agreement, Class Counsel represents, warrants, and agrees that they will delete
15 and/or destroy all Class List information provided to them in the course of the
16 settlement, and all copies Class Counsel might have made of any portion of that
17 Class List. In no event shall Class Counsel utilize or disclose any of the Class List
18 in any other legal proceedings other than for purposes of this Action or the
19 enforcement of this Settlement Agreement.

20 **11. REQUESTS FOR EXCLUSION AND OBJECTIONS**

21 11.1. An individual who wishes to be excluded from the Settlement Class must submit
22 a timely and valid Exclusion Form to the Settlement Administrator. Individuals
23 shall not file their requests for exclusion with the Court. An Exclusion Form is
24 attached hereto as **Exhibit B**.

25 11.2. In order to opt out, the member of the Settlement Class must complete the
26 Exclusion Form and send it to the Settlement Administrator, postmarked no later
27 than the Opt-Out Deadline, as specified in the Class Notice. The request to opt-out
28

1 must identify the name and address of the person requesting exclusion. Mass or
2 class opt outs shall be void.

3 11.3. Any member of the Settlement Class who properly opts out of the Settlement Class
4 shall not: (a) be bound by any orders or judgments relating to the Settlement; (b)
5 be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by
6 virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

7 11.4. The Settlement Administrator shall preserve copies of all exclusion requests
8 received and shall authenticate them by declaration in connection with final
9 approval.

10 11.5. Any member of the Settlement Class may object to the settlement. To object,
11 members of the Settlement Class must submit a timely written objection to the
12 Settlement Administrator. The objection requires only the minimum information
13 necessary to identify the objector, describe the objection, and permit follow-up if
14 necessary. An Objection Form is attached hereto as **Exhibit C**.

15 11.6. Objectors shall not file their objections with the Court. The written objection must
16 be mailed to the Settlement Administrator, at the address listed in the Class Notice,
17 no later than the Objection Deadline.

18 11.7. No Settlement Class Member shall be required, personally or through counsel, to
19 appear at the Final Approval Hearing for the objection to be considered or file,
20 serve, or state a notice of intention to appear.

21 11.8. Notwithstanding the foregoing, a member of the Settlement Class may appear, in
22 person or by counsel, at the Final Approval Hearing to object without any prior
23 notice. The Court shall have the ultimate determination of whether an Objection
24 has been appropriately made.

25 11.9. Any Settlement Class Member who does not make his or her objection in the
26 manner provided in this Section shall be deemed to have waived such objection
27 and shall be foreclosed from making any objection to the fairness, reasonableness,
28 or adequacy of the proposed settlement as incorporated in the Agreement, and to

1 the award of Attorneys' Fees and Expenses to Class Counsel and the payment of
2 an Incentive Payment to the class representative, unless otherwise ordered by the
3 Court.

4 11.10. The Settlement Administrator shall preserve copies of all objections received and
5 shall authenticate them by declaration in connection with final approval.

6 11.11. Within seven days of the Objection and Opt-Out Deadline, the Settlement
7 Administrator shall provide a final list to Class Counsel and Village Capital's
8 counsel of any persons who have objected to or opted out of the Settlement Class,
9 and shall serve Village Capital's counsel and Class Counsel with copies of all
10 notices of opt-out and objections and supporting documentation.

11 **12. FINAL APPROVAL MOTION**

12 12.1 Prior to the Final Approval Hearing, Plaintiff will file a Final Approval Motion,
13 together with any motion for Attorney's Fees and Expenses and Incentive Award,
14 in accordance with the schedule set by the Court. The Final Approval Motion will
15 request that the Court approve the settlement and enter the Final Approval Order
16 that will, among other things:

- 17 a. Finally approve the settlement of the Action on the terms described in this
18 Settlement Agreement and find that the settlement terms are fair, reasonable,
19 and adequate and in the best interests of the Settlement Class;
- 20 b. Enter judgment on all class and individual claims in the Action and find that
21 Plaintiff and the Settlement Class Members have released all Released Claims
22 as set forth in Section 17;
- 23 c. Include all relief to be provided as part of this Settlement Agreement; and
24 d. Retain jurisdiction of all matters relating to the interpretation and enforcement
25 of this Settlement Agreement.

26 12.2 The Parties shall agree on the text of any notice of entry of judgment to be given
27 to the class members pursuant to California Rules of Court, rule 3. 771.
28

1 **13. EFFECT OF DISAPPROVAL/DENIAL OF SETTLEMENT**

2 If the Court disapproves this Settlement Agreement or any part thereof or declines to enter
3 a Final Approval Order on the terms described in this Settlement Agreement, then this Settlement
4 Agreement, including all releases within the Settlement Agreement, shall be void and the Action
5 shall proceed as though no settlement had been negotiated or achieved, unless the Parties agree
6 otherwise or jointly appeal the order disapproving this Settlement Agreement.

7 **14. REVERSAL, VACATION, OR MODIFICATION OF SETTLEMENT**
8 **AGREEMENT BY APPELLATE COURT**

9 If a court of appeals or other reviewing court sets aside, reverses, vacates, or modifies the
10 Final Approval Order as described in this Settlement Agreement in any material way, then this
11 Settlement Agreement, including all releases contained within the Settlement Agreement, shall
12 become null and void and the action shall proceed as though no settlement had been negotiated
13 or achieved unless the Parties otherwise agree.

14 **15. PAYMENT OF SETTLEMENT FUND**

15 Within sixty days of the Funding Date, the Settlement Administrator shall distribute the
16 Net Settlement Fund to Settlement Class Members, as provided in Section 6 of this Agreement.
17 The Settlement Administrator shall mail Settlement Payments to Settlement Class Members via
18 check to their last-known mailing addresses as reflected on the Class List or as updated by the
19 Settlement Administrator.

20 **16. FINAL AND BINDING AGREEMENT**

21 The Parties acknowledge that this Settlement Agreement is a full and final accord and
22 satisfaction and shall be binding upon and inure to the benefit of Village Capital, Plaintiff, the
23 Settlement Class Members, Class Counsel, and each of their respective trustees, heirs, executors,
24 administrators, beneficiaries, representatives, agents, successors, and assigns.

25 **17. RELEASE**

26 On the Effective Date, Plaintiff, Settlement Class Members and Class Counsel will release
27 claims against all Released Parties as follows:
28

- 17.1. For purposes of this Settlement Agreement, “Released Parties” means Village Capital & Investment LLC and its officers, directors, employees, and agents.
- 17.2. Release by Settlement Class Members: All Settlement Class Members shall fully and finally release the Released Parties from all claims, causes of action, demands, damages, liabilities, penalties, restitution, declaratory relief, injunctive relief, attorneys’ fees, costs, and other relief of any kind, whether known or unknown, that were alleged or that could reasonably have been alleged based on the facts alleged in the Complaint, arising from the assessment or collection of pay-to-pay, convenience, phone-payment, or debit card fees during the Class Period (“Released Claims”). Settlement Class Members do not release any other claims or claims based on facts occurring outside the Class Period or the Complaint. This release is limited to claims against the Released Parties for liability arising during the Class Period.
- 17.3. Plaintiff’s Release. Plaintiff Joseph Flores shall fully and finally release the Released Parties from the Released Claims and any other claims he may have arising out of or related to the facts alleged in the Complaint, (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement or to any claims based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.
- 17.4. Plaintiff’s Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if*

known by him or her would have materially affected his or her settlement with the debtor or Released Party. Plaintiff expressly waives and relinquishes the rights and benefits conferred by Section 1542 with respect to his individual release only.

17.5. The Final Approval Order in the Action shall incorporate the terms of this release.

18. TERMINATION

18.1. Village Capital's willingness to settle this Action on a classwide basis and agree to the accompanying preliminary certification of the Settlement Class is dependent upon achieving finality in this Action and the desire to avoid the expense of this and other litigation. Consequently, Village Capital may, in its sole discretion, terminate this Settlement Agreement, declare it void, and have no further obligations under this Settlement Agreement to Plaintiff or to members of the Settlement Class if any of the following conditions subsequent occurs:

- a. The Parties fail to obtain and maintain preliminary approval consistent with the provisions of this Settlement Agreement;
- b. The Court fails to enter a Final Approval Order consistent with the provisions of this Settlement Agreement;
- c. The settlement, or the Final Approval Order, is not upheld on appeal;
- d. Plaintiff or Class Counsel commit a material breach of this Settlement Agreement before entry of the Final Approval Order; or
- e. The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of this Settlement Agreement.

18.2. The failure of the Court or any appellate court to approve in full Plaintiff's request for the Incentive Award or Class Counsel's request for Attorney's Fees and Expenses shall not be grounds for Plaintiff, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement.

18.3. If this Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, then the Settlement Class shall not be

certified; this Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if this Settlement Agreement had not been negotiated, made, or filed with the Court.

19. NO ADMISSION OF LIABILITY OR CERTIFICATION OF CLASS

19.1. Neither this Settlement Agreement, nor the fact of settlement, nor the payment of the Settlement Fund, may be construed as or used as an admission on the part of Village Capital of any fault, wrongdoing, or liability or that any class asserted by Plaintiff merits certification. Village Capital expressly denies any wrongdoing and the truth or validity of any claim against it or the propriety of certification of any class on the merits.

19.2. Neither this Settlement Agreement, nor any drafts of the agreement, nor any documents leading to or relating to this Settlement Agreement, including any proposed order, Preliminary Approval Motion, Final Approval Motion, or memoranda in support thereof, constitutes an admission of liability or of any fact by the Plaintiff or Village Capital.

19.3. Neither this Settlement Agreement, nor any drafts of the agreement, nor any documents leading to or relating to this Settlement Agreement, including any proposed order, Preliminary Approval Motion, Final Approval Motion, or memoranda in support thereof will be offered as or received against Village Capital as evidence of, or construed as or deemed to be evidence of any admission or concession of any liability, negligence, fault or wrongdoing, or referred to as against any of the Parties to this Settlement Agreement in any other civil, criminal, or administrative action or proceeding, other than as necessary to effectuate the provisions of this Settlement Agreement, provided, however, that if this Settlement Agreement is approved by the Court, Village Capital may rely upon or use this

Settlement Agreement as necessary to effectuate the liability protection granted Village Capital hereunder.

19.4. Neither this Settlement Agreement, nor any drafts of the agreement, nor any documents leading to or relating to this Settlement Agreement, including any proposed order, Preliminary Approval Motion, Final Approval Motion, or memoranda in support thereof, will be offered or received as an admission or concession that the consideration to be given to Settlement Class Members hereunder represents the amount which could be or would have been recovered by any such persons after trial.

20. NON-ADMISSIBILITY OF SETTLEMENT NEGOTIATIONS

The settlement negotiations resulting in this Settlement Agreement have been undertaken by Plaintiff and Village Capital and their respective counsel in good faith and for settlement purposes only pursuant to California Evidence Code §§ 1152 and 1154, and no evidence of negotiations or discussions underlying this Settlement Agreement shall be offered or received in evidence in any action or proceeding. This provision does not purport to predetermine the admissibility of this Settlement Agreement in litigation involving third parties.

21. NO ORAL MODIFICATION

This Settlement Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Settlement Agreement. No amendment, modification, waiver, termination, or discharge of any provision of this Settlement Agreement shall be effective unless it is in a written agreement duly executed by the Parties.

22. COMPLETE AGREEMENT

This Settlement Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and its terms are contractual and not merely recitals. This Settlement Agreement supersedes all prior negotiations. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Settlement Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Settlement Agreement has been made

1 conferring any benefit upon them.

2 **23. COMPETENCY; INDEPENDENT COUNSEL**

3 Each Party represents and warrants that it is competent to enter into this Settlement
4 Agreement and in doing so is acting upon its independent judgment and the advice of its counsel
5 and not in reliance upon any warranty or representation, express or implied, by any other party,
6 other than the terms set forth in or contemplated by this Settlement Agreement.

7 **24. CONSTRUCTION OF AGREEMENT**

8 The language and terms of this Settlement Agreement shall be construed as a whole,
9 according to fair and ordinary meaning, as if both Parties jointly prepared it, and shall not be
10 strictly construed for or against any Party to this Settlement Agreement.

11 **25. CONTINUING JURISDICTION**

12 The Superior Court of California for the County of Riverside will have continuing
13 jurisdiction over the Action to implement this Settlement Agreement until the Action and all
14 related matters are fully resolved, and enforce this Settlement Agreement and the Final Approval
15 Order thereafter. Any dispute regarding the Parties' obligations pursuant to this Settlement
16 Agreement or interpretation of this Settlement Agreement or the Final Approval Order will be
17 resolved by the Court.

18 **26. CHOICE OF LAW**

19 This Settlement Agreement will be governed by state law and the internal laws of the State
20 of California without regard to its choice of law principles.

21 **27. CHOICE OF FORUM**

22 The Parties consent to jurisdiction and venue in the Superior Court of California for the
23 County of Riverside for any dispute arising out of this Settlement Agreement.

24 **28. ADDITIONAL ACTS TO EFFECTUATE THE AGREEMENT**

25 The Parties shall execute all documents and perform all acts necessary and proper to
26 effectuate the terms of this Settlement Agreement and obtain the benefits thereof.

1 **29. WAIVER**

2 The provisions of this Settlement Agreement may be waived only by an instrument in
3 writing executed by the waiving Party. The waiver by any Party of any breach of this Settlement
4 Agreement shall not be construed as a waiver of any other breach, whether prior, subsequent, or
5 contemporaneous, of this Settlement Agreement.

6 **30. PRESERVATION OF PRIVILEGE**

7 Nothing in this Settlement Agreement or any Order of this Court, and no act required to
8 be performed pursuant to this Settlement Agreement or any Order of this Court, is intended as
9 waiver, in whole or in part, of any attorney-client privilege, work product protection, or common-
10 interest or joint-defense privilege, and each Party agrees not to make any assertion to the contrary.

11 **31. AUTHORITY OF CLASS COUNSEL**

12 Class Counsel unconditionally warrant and represent that they are authorized by Plaintiff,
13 for whom they are attorneys of record, and the attorneys of record for Village Capital warrant and
14 represent that they are authorized by Village Capital, to take all appropriate action required or
15 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms
16 and execute any other documents required to effectuate the terms of this Settlement Agreement.
17 The Parties and their counsel shall cooperate with each other and use their best efforts to effect
18 the implementation of the Settlement.

19 **32. TAX CONSEQUENCES**

20 32.1 This Settlement Agreement is enforceable regardless of its tax consequences. The
21 Parties understand and agree that the payments set forth in this Settlement
22 Agreement reflect the settlement of disputed legal claims and that Village Capital
23 makes no representations regarding this Settlement Agreement's tax consequences
24 and has no liability for any tax consequences.

25 32.2 No opinion concerning the tax consequences of this Settlement Agreement to
26 individual Settlement Class Members is being given or will be given by the Parties
27 or their counsel, nor is any representation or warranty in this regard made by virtue
28 of this Settlement Agreement. Settlement Class Members must consult their own

1 tax advisors regarding the tax consequences of this Settlement Agreement,
2 including any payments provided hereunder and any tax reporting obligations they
3 may have with respect thereto.

4 32.3 Each Settlement Class Member's tax obligations, and the determination thereof,
5 are the sole responsibility of the Settlement Class Member, and it is understood
6 that the tax consequences may vary depending on the circumstances of each
7 Settlement Class Member.

8 32.4 Each Settlement Class Member specifically agrees that he or she is solely
9 responsible for any taxes, interest, and penalties due and owing should the
10 Settlement Payments or any portion thereof be taxable.

11 32.5 Village Capital will cooperate with the Settlement Administrator to provide proper
12 documentation, including Settlement Class Members' tax identification numbers,
13 to effectuate the submission of 1099s and other tax documentation, to the extent
14 that information is reasonably available in Village Capital's records and necessary
15 in connection with this settlement.

16 **33. RELEASE LIMITATIONS**

17 This Settlement Agreement does not release claims arising out of the failure of either Party
18 to perform in conformity with the terms of this Settlement Agreement.

19 **34. KNOWING AND VOLUNTARY ASSENT**

20 The Parties acknowledge that this Settlement Agreement is executed voluntarily by each
21 of them, without any duress or undue influence on the part of or on behalf of any of them. The
22 Parties further acknowledge that they have had the opportunity for representation in the
23 negotiations for, and in the performance of, this Settlement Agreement by counsel of their choice
24 and that they have read this Settlement Agreement and/or have had it fully explained to them by
25 their counsel and that they are fully aware of the contents of this Settlement Agreement and its
26 legal effect.

27 **35. COUNTERPARTS AND ELECTRONIC SIGNATURES**

28 This Settlement Agreement may be executed in any number of counterparts and with

1 electronic signatures, and all such counterparts shall be construed together and constitute a single
2 form of this Settlement Agreement.

3 **36. HEADINGS AND CAPTIONS**

4 The headings and captions inserted into this Settlement Agreement are for convenience
5 only and in no way define, limit, or otherwise describe the scope or intent of this Settlement
6 Agreement or any provision hereof or affect its interpretation.

7 IN WITNESS HEREOF, the Parties and Class Counsel execute this Class Settlement
8 Agreement and Release.

9
10 PLAINTIFF JOSEPH FLORES

CLASS COUNSEL

11 

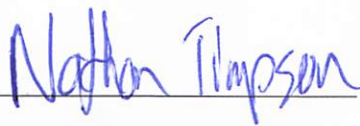
12 

13 Dated: 06/15/2026

Jonathan R. Marshall

14 Dated: June 12, 2026

15
16
17 VILLAGE CAPITAL & INVESTMENT LLC

18
19 By: 

20 Name: Nathan Timpson

21 Title: Vice President/CFO

22 Dated: June 15, 2026

EXHIBIT A

Long Form Notice

LEGAL NOTICE

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Joseph Flores, on behalf of himself and all others similarly situated, v. Village Capital & Investment LLC, Case Number CVRI2500355

Superior Court of California, County of Riverside

THIS NOTICE MAY AFFECT YOUR RIGHTS. Records show that you may be a member of the proposed settlement class.

IMPORTANT: You do not need to fill out or return any form to receive a payment. If the settlement is finally approved, a check will be mailed to you automatically unless you ask to be excluded. The enclosed Exclusion Form and Objection Form are included only for people who want to exclude themselves from the settlement or object to it. Do not fill out or return those forms unless you want to exclude yourself from or object to the settlement.

What is this lawsuit about?

The lawsuit says Village Capital improperly charged fees when borrowers made payments on Village Capital loans by phone or by debit card. Village Capital denies wrongdoing. The Court has not decided who is right. The parties agreed to settle to avoid the cost, risk, and delay of further litigation.

The Court has determined only that there is enough evidence to suggest the proposed settlement might be fair, adequate, and reasonable. The Court will decide whether to give final approval after notice to the class and a hearing.

Who is included in the settlement?

According to Village Capital's records, you may be a settlement class member. The proposed settlement class includes all natural persons with a loan for which payments are collected by Village Capital, who paid a fee to Village Capital for making a payment from January 24, 2024, through the date Plaintiff filed the motion for preliminary approval.

What does the settlement provide?

Village Capital will create a settlement fund of \$200,000. After court-approved settlement

administration costs, attorneys' fees and expenses, and any service award are deducted, the remaining net settlement fund will be distributed equally on a per-loan-account basis.

The estimated average payment is about \$79.54. If the Court approves the settlement, your payment will be mailed to your last known mailing address. You do not need to submit a claim form or any other form to receive a payment.

Settlement checks will be valid for 180 days. If money remains after the check-cashing deadline and a second distribution is economically feasible, those remaining funds will be distributed equally to settlement class members who cashed their first checks, unless the Court orders otherwise.

What payments will be requested from the settlement fund?

The named plaintiff will ask the Court to approve a service award of up to \$7,500 for serving as class representative.

Class Counsel, Bailey Glasser, LLP and Bibiyan Law Group, P.C., will ask the Court to approve attorneys' fees of up to one-third of the settlement fund, plus litigation expenses. The Court will decide the amount, if any, to award.

What claims will be released?

If the settlement becomes final and you do not exclude yourself, you will release claims against Village Capital and its officers, directors, employees, and agents that were alleged, or that could reasonably have been alleged based on the facts stated in the Complaint, arising from the assessment or collection of pay-to-pay, convenience, phone-payment, or debit card fees during the class period. You will not release other claims or claims based on facts outside the class period or outside the Complaint.

What are your options?

1. Do nothing. If you do nothing, you will remain in the settlement. You do not need to fill out or return any form. If the settlement is finally approved, a check will be mailed to you automatically. If you move, you should contact the Settlement Administrator so your payment can be sent to the correct address.

2. Exclude yourself. If you do not want to be part of the settlement, you may exclude yourself by completing and mailing the enclosed Exclusion Form to the Settlement Administrator so it is postmarked no later than [DATE sixty days from the date the Settlement Administrator mails the Notice]. If you exclude yourself, you will not receive a payment, you will not be bound by the settlement, and you will keep any claims you may have.

3. Object. If you want to tell the Court that you disagree with the settlement, you may object by completing and mailing the enclosed Objection Form to the Settlement Administrator so it is postmarked no later than [DATE sixty days from the date the Settlement Administrator mails the Notice]. You do not need to appear at the final approval hearing for your objection to be considered, and you do not need to file a separate notice saying that you plan to appear.

Please remember: the enclosed forms are only for people who want to exclude themselves from the settlement or object to it. **Do not return either form if you want to stay in the settlement and receive a payment.**

When will the Court decide whether to approve the settlement?

The Court will hold a final approval hearing on [DATE] at [TIME] before Judge Harold W. Hopp in Department 1 of the Superior Court of California, County of Riverside, Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. At that hearing, the Court will decide whether the settlement is fair and should be finally approved, whether judgment should be entered, and whether the requests for attorneys' fees, expenses, and the service award should be approved. The hearing date or time may be changed. Counsel or the Settlement Administrator will notify objectors of any continuance.

How can you get more information?

You can review the Class Settlement and Release Agreement, filed as an exhibit to the Declaration of Jonathan Marshall on June 11, 2026, the preliminary approval papers, and other important documents at [SETTLEMENT WEBSITE]. You may also review the court file at the Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, or online through the Riverside County Superior Court's website at <https://www.riverside.courts.ca.gov/> by searching case number CVRI2500355.

For more information, contact the Settlement Administrator: [SETTLEMENT ADMINISTRATOR NAME], [ADDRESS], [PHONE], [EMAIL / WEBSITE].

DO NOT CONTACT THE JUDGE OR THE COURT ABOUT THIS CASE.

EXHIBIT B

Exclusion Form

Exclusion Form

IMPORTANT: Use this form only if you are a class member and you want to **exclude** yourself from the proposed settlement.

If you exclude yourself:

- you will not get money or other benefits from the settlement;
- you will not be bound by the settlement; and
- you keep any rights you may have to sue separately about the released claims, subject to any applicable defenses or limitations periods.

Do not file this form with the Court.

You must mail or deliver this form to the Settlement Administrator at the address below so it is postmarked or received by [DEADLINE]:

[SETTLEMENT ADMINISTRATOR NAME]

[STREET ADDRESS]

[CITY, STATE ZIP]

1. Your Information

Name: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address (optional): _____

2. Request for Exclusion

I want to be excluded from the proposed class action settlement in *Flores v. Village Capital & Investment LLC*, Case No. CVRI2500355 (Superior Court of California, County of Riverside).

3. Signature

Date: _____

Signature: _____

Printed Name: _____

EXHIBIT C

Objection Form

Objection Form

IMPORTANT: Use this form only if you are a class member and you want to object to the proposed settlement.

Do not file this form with the Court.

You must mail or deliver this form to the Settlement Administrator at the address below so it is postmarked or received by [DEADLINE]:

[SETTLEMENT ADMINISTRATOR NAME]

[STREET ADDRESS]

[CITY, STATE ZIP]

1. Your Information

Name: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address (optional): _____

2. Why You Object

Please briefly explain what you object to and why.

You may attach extra pages if needed.

3. Supporting Information (optional)

If you want the Court to consider any documents that support your objection, you may attach copies.

4. Signature

I believe I am a member of the settlement class, and I object to the proposed settlement for the reasons stated above.

Date: _____

Signature: _____

Printed Name: _____

Important

- **You, either personally or through counsel, do not need to come to the final approval hearing for your objection to be considered, but you may attend if you so choose.**
- **You do not need to file, serve, or give any separate notice that you plan to appear at the final approval hearing.**

EXHIBIT D

Proposed Preliminary Approval Order

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

JOSEPH FLORES, on behalf
of himself and all others similarly situated,

Plaintiff,

v.

VILLAGE CAPITAL & INVESTMENT LLC,
and DOES 1 through 10, inclusive,

Defendants.

Case No. CVRI2500355
The Honorable Harold W. Hopp

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

The motion of Plaintiff Joseph Flores for preliminary approval of a class action settlement came before the Court for hearing on July 20, 2026, in Department 1 of the above-entitled Court, the Honorable Harold W. Hopp presiding. The Court, having considered the motion, the declarations and exhibits filed in support, the settlement agreement, the records and files in this action, and any argument presented, and good cause appearing, hereby ORDERS as follows:

1. Plaintiff's Motion for preliminary approval of the proposed settlement is GRANTED upon the terms and conditions set forth in this Order.
2. The Court preliminarily finds that the terms of the settlement are fair, reasonable, and adequate.
3. For settlement purposes only, the Court preliminarily finds that the proposed settlement class appears sufficiently ascertainable and that the proposed settlement falls within the range of possible approval.
4. For settlement purposes only, the Court preliminarily certifies the class, as defined in § 4.1 of the Class Settlement and Release Agreement ("Settlement Agreement").

5. The Court preliminarily appoints Plaintiff Joseph Flores as Class Representative for settlement purposes only.

6. The Court preliminarily appoints Jonathan Marshall and Denali Hedrick of Bailey & Glasser, LLP, and David Bibiyan of Bibiyan Law Group, P.C., as Class Counsel for settlement purposes.

7. The Court appoints ILYM Group, Inc., as Settlement Administrator (“Settlement Administrator”). The Settlement Administrator shall perform the services described in the Settlement Agreement, including without limitation:

- a. receiving and maintaining class data;
- b. mailing and, if necessary, re-mailing or otherwise disseminating notice;
- c. maintaining a settlement website;
- d. receiving and maintaining exclusion forms and objection forms;
- e. providing copies of exclusion forms and objection forms to counsel as required by the Settlement Agreement or this Order;
- f. calculating settlement payments;
- g. issuing settlement checks;
- h. tracking returned mail and performing address updates as authorized;
- i. filing declarations in support of final approval, including declarations authenticating every exclusion form and every objection form received.

8. The Court approves, as to form and content, the proposed Notice of Proposed Class Action Settlement attached as **Exhibit A** to this Order.

9. The Court approves, as to form and content, the proposed Exclusion Form attached as **Exhibit B** to this Order.

10. The Court approves, as to form and content, the proposed Objection Form attached as **Exhibit C** to this Order.

11. The Court finds that the proposed Class Notice, which consists of the Long Form Notice, the Exclusion Form, the Objection Form, and the Settlement Website, constitutes the best notice practicable under the circumstances, is reasonably calculated to give actual notice to class members, and complies with the requirements of due process.

12. The Settlement Administrator shall complete dissemination of the Long-Form Notice, the Exclusion Form, and the Objection Form, in accordance with the Settlement Agreement, no later than 28 days from entry of this Order.

13. Defendant shall provide the Class List to the Settlement Administrator and Class Counsel within ten (10) days after entry of this Order. The Class List and any other personally identifiable information produced by Defendant in connection with the settlement shall be used solely for purposes of this Action and settlement administration, including reviewing class membership, implementing notice, processing exclusions and objections, tax administration, and distributing settlement funds, and for no other purpose. The Settlement Administrator and Class Counsel may receive and use such information for those purposes, but shall maintain its confidentiality and shall not disclose it except as reasonably necessary to carry out their duties under the Settlement Agreement and this Order, or as otherwise required by law or further order of the Court. Class Counsel shall not use the Class List or any personally identifiable information for any business, solicitation, or purpose unrelated to this Action and settlement.

14. Any class member who wishes to: (a) object to the settlement; or (b) be excluded from the settlement must send his or her objection to the settlement or exclusion (opt-out) request to the Settlement Administrator no later than sixty (60) days from the date that Class Notice is

mailed, in accordance with the Notice and this Order. The Class Notice shall expressly include the date of this deadline.

15. Exclusion forms and objection forms shall be submitted to the Settlement Administrator and shall not be filed with the Court by class members. The Settlement Administrator may, but class members need not, provide copies to counsel.

16. The Settlement Administrator shall file, concurrently with the motion for final approval, a declaration authenticating both a copy of every exclusion form received and a copy of every objection form received.

17. Neither this Order, the Class Notice, nor the Objection Form requires an objecting class member, personally or through counsel, to appear at the hearing on final approval for the objection to be considered or to file, serve, or state in the objection a notice of intention to appear at the hearing on the motion for final approval.

18. Neither this Order nor the Notice enjoin the class members from filing any actions or administrative claims or proceedings pending the final hearing on the settlement, or for any other period.

19. Plaintiff shall file a motion for final approval, together with any motion for attorneys' fees, costs, and service award, no later than 30 days before the date of the Final Approval Hearing set forth below and notice it to be heard during the Final Approval Hearing.

20. The final approval hearing shall be held on **[DATE]** at **[TIME]**, in Department 1 of the Superior Court of California, County of Riverside, at the Riverside Historic Courthouse located at 4050 Main Street, Riverside, CA 92501. At that hearing, the Court will consider whether the proposed settlement should be finally approved as fair, reasonable, and adequate; whether

judgment should be entered; whether the requested attorneys' fees and costs should be approved; and whether the requested service award should be approved.

21. Class Counsel or the Settlement Administrator shall give notice to any objecting party of any continuance of the hearing on the motion for final approval.

22. Pending the final approval hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the settlement and this Order, are stayed.

23. If the settlement does not become final in accordance with its terms, this Order shall be vacated, the settlement and all proceedings related to it shall be without prejudice to the rights of any party, and the parties shall be restored to their respective positions as they existed immediately before execution of the Settlement Agreement

IT IS SO ORDERED.

DATED: _____, 2026

The Honorable Harold W. Hopp
Judge of the Superior Court of California
For the County of Riverside