

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

(Munguia v. French Camp Transport, Inc., Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2024-10704)

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. If the Settlement is approved by the Court, your estimated Settlement Share is: \$<<MERGED_ClassAward>>. See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Individual Class Settlement Payment, you will release the claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is July 23, 2026	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will not receive any Individual Class Settlement Payment and you will not be bound by the Settlement; however, if you were employed during the PAGA Period, you will still be paid your Individual PAGA Settlement Payment and will release the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to exclude yourself, you must notify the Settlement Administrator as explained in Section 7 below.
Object The Response Deadline is July 23, 2026	Write to the Court about why you object to or do not agree with the non-PAGA portion of the Settlement, or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action and PAGA settlement of the above-captioned action (the “Settlement”) pending in the Superior Court of the State of California, in and for the County of San Joaquin (the “Court”) has been reached between Plaintiff Manuel Munguia (“Plaintiff”) and Defendant French Camp Transport, Inc. (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class defined as follows:

All current and former non-exempt California drivers of French Camp Transport, Inc. who worked at least one shift between August 26, 2020 and July 25, 2025.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want to be part of the Settlement, you don’t need to do anything to obtain your Individual Class Settlement Payment. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

2. What is this class and representative action lawsuit about?

On August 29, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2024-10704 (the “Action”), alleging the following claims against Defendant: failure to pay minimum wage, failure to furnish accurate wage statements, failure to pay wages on separation, and unfair competition (collectively, the “Class Claims”), along with a claim seeking to assess and collect civil penalties pursuant to the PAGA (the “PAGA Claim”). In addition to the Class Claims and the PAGA Claim, Plaintiff also asserted individual claims for failure to timely provide payroll records, failure to timely provide personnel records, age discrimination, disability discrimination, failure to accommodate, failure to engage in the interactive process, retaliation, and failure to prevent discrimination and retaliation (the “Individual Claims”). The Individual Claims

were separately resolved pursuant to a confidential settlement agreement that is not contingent on resolution of the Class Claims or the PAGA Claim.

Defendant denies and disputes all claims, specifically including all of those alleged in the Action, the Class Claims, and the PAGA Claims. Specifically, Defendant contends that Plaintiff and the Class were properly compensated for wages under California law; that Defendant complied with California wage statement and payroll requirements; that Defendant is not liable for any of the damages or penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on April 21, 2026. At that time, the Court also preliminarily approved Plaintiff to serve as Class Representative and the law firm of Mayall Hurley P.C. to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Sixty Five Thousand Dollars (\$65,000) (the “Gross Settlement Amount” or “GSA”) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Individual Class Settlement Payments to Participating Class Members, the costs of the Settlement Administrator, Class Counsel’s reasonable attorneys’ fees, expenses, and costs, Plaintiff’s Class Representative Service Award, and the PAGA Penalties allocation. Any employer-side payroll taxes on the portion of the Individual Class Settlement Payments allocated to wages shall be separately paid by Defendant.

Within thirty (30) calendar days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” shall be the latter of: (a) the Court’s final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; (c) the final resolution of any appeal that has been filed. Ten (10) calendar days after the settlement is funded, the Settlement Administrator will mail checks for the Individual Class Settlement Payments to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The following proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before Individual Class Settlement Payments are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$5,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing exclusion requests and objections, distributing Individual Class Settlement Payments, the PAGA Penalties and PAGA Member Payments, and tax forms, and handling inquiries and uncashed checks.
- Class Counsel’s Attorneys’ Fee Award, and Attorneys’ Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, which is presently \$22,750, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$12,500. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will request and the final amounts to be paid will be decided by the Court at the Final Approval Hearing.
- Class Representative Service Award. The Class Representative Service Award in an amount not to exceed \$5,000 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will request and the final amount to be paid will be decided by the Court at the Final Approval Hearing.
- PAGA Penalties. A payment of \$2,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), \$1,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$500 (the “PAGA Members Payment”) will be distributed to the Class Members employed during the PAGA Period (April 29, 2023 through July 25, 2025) based on the number of pay periods worked during the PAGA Period. Class Members employed during the PAGA Period will receive a pro rata distribution of the PAGA Members Payment, regardless of whether they submit a Request for Exclusion and will release the Released PAGA Claims set forth below.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel’s Attorneys’ Fee Award, Attorneys’ Costs, the Class Representative Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Distribution Fund”, shall be distributed as Individual Class Settlement Payments to the Participating Class Members. The Net Distribution Fund is estimated to be at least \$17,750, based upon the above proposed deductions. The Net Distribution Fund will be distributed to Participating Class Members as Individual Class Settlement Payments calculated as follows:

Each Participating Class Member shall receive a proportionate share of the Net Distribution Fund that is equal to (i) the number of Workweeks he/she worked during the Class Period divided by (ii) the total number of Workweeks worked by all Participating Class Members during the Class Period.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Settlement Payment to the same address as this Class Notice. In addition, if the Settlement is approved by the Court and you were employed during the PAGA Period, you will automatically be mailed a check for your individual share of the PAGA Members Payment (your “Individual PAGA Settlement Payment”). You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. For tax purposes, the Individual Class Settlement Payments shall be allocated as follows: for Participating Class Members – 15% to wages, subject to withholdings for amounts paid as wages and for which an IRS W-2 Form shall be issued, and 85% to interest and penalties (30% to interest and 55% to penalties) for which IRS 1099 Forms shall be issued. The entirety of the Individual PAGA Settlement Payments shall be allocated as penalties for which IRS 1099 Forms shall be issued. Class Members are responsible for all tax liability in relation to payments made to them under the Settlement. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Upon the Effective Date and full funding of the GSA, Participating Class Members will release claims against Defendant French Camp Transport, Inc. and its past, present, and future parents, subsidiaries, sister and affiliated companies, and divisions, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through under or in concert with them that could be liable for the Released Claims (the “Released Parties”) as follows:

As of the Effective Date, Plaintiff and all Participating Class Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief against the Released Parties, arising during the Class Period and alleged in the operative Complaint on a class-wide basis, or which could have been alleged based on the facts pled in the operative Complaint or Plaintiff’s letter to the LWDA, including without limitation, claims relating to: (i) the alleged failure to pay minimum wage; (ii) the alleged failure to pay sick leave at the regular rate of pay; (iii) the alleged failure to provide complete and accurate wage statements; (iv) the alleged failure to timely pay all wages owed to employees who quit or are terminated; and (v) claims for interest and any other claims and penalties premised on the aforementioned allegations (the “Released Claims”). “Released Claims” includes all types of relief available under state law for the above-referenced claims as well as state law claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under California law or any state or local law or common law, including, without limitations, violations of the California Labor Code, the Wage Orders, and any applicable regulations and any and all claims under the Fair Labor Standards Act related to the facts and Claims alleged in the operative Complaint. “Released Claims” specifically *does not* include claims that were raised on an individual basis by Plaintiff in the Action.

If you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and/or any other Released Party about any of the Released Claims resolved by the Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims by All Class Members. In addition, upon the Effective Date and full funding of the GSA, Plaintiff, each PAGA Member and the LWDA, in exchange for the PAGA Penalties, shall fully release any and all PAGA claims against the Released Parties arising during the PAGA Period and alleged in the operative Complaint and/or Plaintiff’s letter to the LWDA, or which could have been alleged based on the facts pled in the operative Complaint and/or alleged in Plaintiff’s letter to the LWDA, including without limitation PAGA claims relating to: (i) the alleged failure to pay minimum wage; (ii) the alleged failure to pay sick leave at the regular rate of pay; (iii) the alleged failure to provide complete and accurate wage statements; (iv) the alleged failure to timely pay all wages owed to employees who quit or are terminated; (v) the alleged failure to timely pay wages as required by Labor Code section 204; (vi) claims

for interest and any other claims and penalties premised on the aforementioned allegations; (vii) the alleged failure to provide meal periods and associated premiums; and (viii) any other PAGA claims premised on the aforementioned allegations. “Released PAGA Claims” specifically *does not* include claims that were raised on an individual basis by Plaintiff in the Action.

5. How much will my payment be?

Defendant’s records reflect that you have worked <<MERGED_ClassWW>> workweeks for Defendant during the Class Period of April 26, 2020, through July 25, 2025.

Based on this information, your estimated Individual Class Settlement Payment from the Net Distribution Fund is \$<<MERGED_ClassAward>>.

Defendant’s records reflect that you have worked <<MERGED_PAGAPP>> pay periods for Defendant during the PAGA Period of April 29, 2023, through July 25, 2025.

Based on this information, your estimated Individual PAGA Settlement Payment from the PAGA Members Payment is \$<<MERGED_PAGAAward>>.

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than July 23, 2026 (“Response Deadline”).

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. Following final approval of the Settlement by the Court, a check for your Individual Class Settlement Payment will be mailed automatically to the same address as this Class Notice. Similarly, if you were employed during the PAGA Period, payment for your Individual PAGA Settlement Payment will be mailed automatically following final approval of the Settlement by the Court. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: (888) 250-6810.

The Court will hold a Final Approval Hearing on August 21, 2026, at 9:00 a.m. in Department 11B to decide whether to approve the Settlement and fix the amounts to be paid as Class Counsel Attorneys’ Fee Award and Attorneys’ Costs, the Class Representative Service Award to Plaintiff, the Settlement Administration Costs, and the PAGA Penalties. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within three (3) months from this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don’t want to be a part of the non-PAGA portion of the Settlement?

If you do not wish to participate in the non-PAGA portion of the Settlement, you may request exclusion from that part of the Settlement, or “opt out.” **If you opt out of the non-PAGA portion of the Settlement, you will not receive an Individual Class Settlement Payment from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendant for the Released Class Claims.** However, you will still be paid your Individual PAGA Settlement Payment and will remain bound by the release of the Released PAGA Claims regardless whether you submit a request for exclusion from the Settlement. You may not opt out of the PAGA portion of the Settlement.

To opt out of the non-PAGA portion of the Settlement, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline, which is July 23, 2026. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from, the non-PAGA portion of the Settlement and Released Class Claims in the *Munguia v. French Camp Transport, Inc.* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; and (3) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Munguia v. French Camp Transport, Inc.*, Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2024-10704. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after July 23, 2026, or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I tell the Court that I don't agree with the non-PAGA portion of the Settlement?

Any Class Member who has not opted out and believes that the non-PAGA portion of the Settlement should not be finally approved by the Court for any reason may object to that part of the proposed Settlement, including the Class Counsel Attorneys' Fee Award and Attorneys' Costs, the Class Representative Service Award to Plaintiff, and the Settlement Administration Costs. Objections must be in writing and must state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, describe why you believe the non-PAGA portion of the Settlement is unfair, and state whether you intend to appear at the Final Approval Hearing. All written objections or other correspondence must also state the name and number of the case, which is *Munguia v. French Camp Transport, Inc.*, Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2024-10704.

All written objections must be mailed to the Settlement Administrator at ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781, no later than July 23, 2026. Any Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall be foreclosed from objecting to the fairness or adequacy of the Settlement, the payment of attorneys' fees and costs, the service payment to Plaintiff and any and all other aspect of the Settlement.

Class Members who timely submit written objections to the non-PAGA portion of the Settlement may, but are not required to, appear at the Final Approval Hearing on August 21, 2026, at 9:00 a.m. in Department 11B, either in person or through an attorney. If you hire an attorney to appear on your behalf, you will be responsible for paying that attorney. The Final Approval Hearing can be attended remotely through the Court's bridge system. Please check the Court's website for current information concerning appearances and how to view court proceedings: <https://www.sjcourts.org>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

To object to the non-PAGA portion of the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share. You do not have a right to object to the PAGA portion of the Settlement.

The addresses for Parties' counsel are as follows:

Class Counsel:

Jenny D. Baysinger
Robert J. Wassermann
Mayall Hurley P.C.
112 S Church Street
Lodi, CA 95240
Tel.: (209) 477-3833

Email: rwassermann@mayallaw.com
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Counsel for Defendant:

John H. Adams
Littler Mendelson P.C.
500 Capitol Mall, Suite 2000
Sacramento, CA 95814
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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 a.m. on August 21, 2026, at the San Joaquin County Superior Court, located at 180 E Weber Avenue, Stockton, California 95207, in Department 11B before Judge Robert T. Waters. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as Class Counsel Attorneys' Fee Award and Attorneys' Costs, the Class Representative Service Award to Plaintiff, the Settlement Administration Costs, and the PAGA Penalties. If there are objections to the non-PAGA portion of the Settlement, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If the hearing is continued, the new hearing date can be found on the Court Public Portal webpage for the San Joaquin County Superior Court (<https://cms.sjcourts.org/fullcourtweb/mainMenu.do>) by entering the Case No. STK-CV-UOE-2024-10704.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (888) 250-6810 or write to *Munguia v. French Camp Transport, Inc.* Settlement Administrator, c/o ILYM Group, Inc., or view the Settlement website at <https://ilymgroup.com/FrenchCamp>; or contact Class Counsel.

This Class Notice summarizes the proposed settlement. You may also get more details by examining the Court's file on the Internet via the Court Public Portal webpage for the Contra Costa County Superior Court (<https://cms.sjcourts.org/fullcourtweb/mainMenu.do>) and entering the Case No. STK-CV-UOE-2024-10704. If you wish to view the Court files in person, you can go to the Clerk's Office at 180 E. Weber Ave., Stockton, CA 95207.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Settlement Share and portion of the PAGA Allocation.
- Settlement checks will be null and void if not cashed within one hundred eighty (180) days after its mailing. In such event, the Settlement Administrator shall pay all unclaimed funds to the nonprofit organization CASA of San Joaquin County, a child advocacy program that places Court Appointed Special Advocates For Children (website is www.nochildabuse.org).
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.