

**THIS NOTICE AFFECTS YOUR LEGAL RIGHTS,  
PLEASE READ IT CAREFULLY.**

*Jacinto Gomez Ovando et al v. Mountaire Farms Inc., et al.*  
United States District Court for the Eastern District of North Carolina,  
Civil Action No. 7:23-cv-00004-M-RJ

**NOTICE OF PROPOSED CLASS AND COLLECTIVE-ACTION SETTLEMENT**

To:

<<EmployeeName>>  
<<Address1>> <<Address2>>  
<<City>>, <<State>> <<Zip>>

Re:

Settlement of claims on behalf of employees who were employed by Mountaire Farms Inc. and Mountaire Farms of North Carolina Corp. (“Mountaire” or “Defendants”) at Mountaire’s North Carolina chicken processing facilities as non-exempt chicken processing employees, for alleged unpaid wages against Mountaire.

*Your legal rights are affected whether you act or not.* Your options are explained below.

SUMMARY OF LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>SUBMIT A CLAIM FORM</b>	<p>To receive a settlement payment you must fully complete the claim form provided with this Notice and return it to the Settlement Administrator as directed. You will be bound by the release of claims under the Fair Labor Standards Act (“FLSA”) and North Carolina Wage and Hour Act (“NCWHA”) explained below and give up the right to sue Mountaire and its releasees (see Section 6) separately for the claims covered in the release.</p> <p>You must return the enclosed claim form by <b>October 1, 2025</b> to receive payment from this settlement.</p>
<b>DO NOTHING</b>	<p>If you do nothing, and do <i>not</i> return the claim form, you will <i>not</i> receive a settlement payment, but you will still release any claims you may have under the NCWHA. You will not, however, release any claims under the FLSA. The only exception to this is if you previously filed a consent to join the <i>Jacinto Gomez Ovando et al v. Mountaire Farms, Inc., et al.</i>, CA No.: 7:23-cv-00004-M-RJ matter. If you filed a consent to join the <i>Jacinto Gomez Ovando et al v. Mountaire Farms, Inc., et al.</i>, CA No.: 7:23-cv-00004-M-RJ matter, you are not required to submit a claim form to be a part of this settlement.</p>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<p>If you do not wish to participate in the Settlement, you may exclude yourself by following the instructions in Section 14 below. If you request exclusion, do not submit a Claim Form.</p> <p>Only those individuals who exclude themselves will retain any right they may have to pursue their own lawsuit or claims under the NCWHA in the future. Individuals who request exclusion will not release any NCWHA claims as part of this Settlement, but also will not receive any monetary award as part of the Settlement.</p>
<b>OBJECT</b>	<p>If you were employed by Mountaire at one of its North Carolina chicken processing facilities as a non-exempt chicken processing employees at any time between January 10, 2020, and December 20, 2024, and do not exclude yourself by following the instructions in Section 14 below, you can write the Court about why you object to the Settlement.</p>

**These Rights and Options – And the Deadlines to Exercise Them – Are Explained in this Notice.**

## INTRODUCTION

The Court has preliminarily approved a proposed Settlement in this case. This is a Court-authorized notice. This is not a solicitation from a lawyer.

Your estimated settlement payment (if you choose to participate) is available to you by contacting the Settlement Administrator. Their contact information is below. Settlement payments will be made to those individuals who submit a claim form, if the Court approves the Settlement and after any appeals are resolved.

You have received this Notice because records indicate you were employed by Mountaire at one of its North Carolina chicken processing facilities as a non-exempt chicken processing employees at any time between January 10, 2020, and December 20, 2024.

## GENERAL INFORMATION

### 1. What Is the Lawsuit About?

On January 10, 2023, Jacinto Gomez Ovando and Maria del Carmen Peralta Baeza (together, “Named Plaintiffs”), on behalf of themselves and other allegedly similarly situated employees, filed a lawsuit against Mountaire, claiming that Mountaire failed to pay them for all hours worked and did not pay them proper overtime wages in alleged violation of the federal Fair Labor Standards Act (“FLSA”) and the North Carolina Wage and Hour Act (“NCWHA”). Plaintiffs further allege certain paycheck deductions made for personal protective equipment and chicken purchases were illegal.

Mountaire denies Named Plaintiffs’ allegations that it violated the FLSA or the NCWHA, or failed to properly pay its employees for all hours worked and claimed overtime, and has further denied Named Plaintiffs’ allegation that it is liable to Named Plaintiffs under any circumstances. Without admitting any liability, Mountaire agreed to settle these claims to avoid further litigation.

The Court has not decided in favor of any party in this case. The Parties, however, have proposed a settlement of this case without admitting liability or wrongdoing of any kind, and the Court has authorized notice of that proposed settlement to those who may be eligible to participate in it.

### 2. What Is a “Collective Action,” What Is a “Class Action,” and Who Is Involved?

Under the FLSA, if a court decides that a case should be treated as a “collective action,” a group of “similarly situated” individuals may seek to recover unpaid overtime wages and related damages. In a collective action, individuals who “opt in” to the lawsuit by filing consents to join, become party-plaintiffs. They are sometimes referred to as “opt-in plaintiffs.” The individuals who initiate the lawsuit, referred to as “named plaintiffs,” bring the action on behalf of themselves and other individuals who are believed to have similar claims and may consent to join the action.

This type of “opt-in” collective action is different from the better-known “class action,” where participants do not need to file a written consent to join. In a class action, the “named plaintiffs” sue on behalf of all individuals within a defined group or “class.” If a court decides that the case should be treated as a “class action,” all individuals who are in the defined group automatically become “class members” unless they file a written request with the court asking to be excluded. In federal courts, these types of cases are sometimes referred to as “Rule 23” class actions.

The Named Plaintiffs here – Jacinto Gomez Ovando and Maria del Carmen Peralta Baeza – filed this case as both a collective action under the FLSA and a class action under North Carolina state law. The proposed collective action under the FLSA would include all non-exempt chicken processing employees employed by Mountaire at one of its North Carolina chicken processing facilities at any time between January 10, 2020 and December 20, 2024 and who opt-in to this case by filing a written consent with the Court. Additionally, Plaintiffs sought to bring a class action under North Carolina state law on behalf of a class of all non-exempt chicken processing employees employed by Mountaire at one of its North Carolina chicken processing facilities at any time between January 10, 2020 and December 20, 2024.

In both types of cases, named plaintiffs may request the court certify the case as a class and/or collective action. If the court grants that request, the same court resolves the issues in the case for all potential opt-in plaintiffs and class members. The U.S. District Court for the Eastern District of North Carolina is the court in charge of this proposed collective action and class action.

For purposes of this Settlement, the Court has granted certification to Named Plaintiffs' class and collective action for settlement purposes only and authorized notice to be sent to eligible collective/class members before the Court decides whether to grant final approval of the Settlement.

### **3. Who Is Included in the Proposed Settlement?**

The Court certified the following collective/class, meaning that these groups will be able to receive payment from the settlement, if they send back the Claim Form enclosed:

- a) **FLSA Collective Members:** All non-exempt chicken processing employees employed by Mountaire at one of its North Carolina chicken processing facilities at any time between January 10, 2020 and December 20, 2024.
- b) **Rule 23 Settlement Class Members:** All non-exempt chicken processing employees employed by Mountaire at one of its North Carolina chicken processing facilities at any time between January 10, 2020 and December 20, 2024.

### **4. Do I Need to Submit a Claim Form?**

If you are eligible to participate in the settlement and you want to participate in this settlement you must timely submit the enclosed Claim Form to the Settlement Administrator by U.S. Mail such that it is postmarked no later than October 1, 2025.

If you previously submitted a consent to join form in *Jacinto Gomez Ovando et al v. Mountaire Farms, Inc., et al.*, CA No.: 7:23-cv-00004-M-RJ, you do not have to submit a claim form in order to participate in this settlement.

## **SETTLEMENT BENEFITS – WHAT YOU GET AND WHAT YOU GIVE UP**

### **5. What Are the Benefits and Terms of the Settlement?**

The parties have agreed to a total settlement amount of \$7,260,000 ("Gross Settlement Amount") inclusive of all alleged unpaid wages, straight time, overtime compensation, liquidated damages, interest, Class Counsel's attorneys' fees, costs and expenses, Service Awards to Named Plaintiffs, costs of administering the Settlement, and all other settlement-related payments and costs.

There will be a hearing for final approval of the Settlement (the "Final Approval Hearing"). If the Court approves the Settlement, and you timely and properly submit a Claim Form, you will receive a settlement payment. If you receive a settlement payment, you will be responsible for paying any income taxes you owe as a result of the payment.

After Class Counsel's approved attorney's fees, costs and expenses, any approved Service Awards to Named Plaintiffs, and the costs of settlement administration are paid from the Gross Settlement Amount, the remaining amount (the "Net Settlement Amount") will be allocated to all Eligible Settlement Class Members with the amount each such individual is entitled to receive based on Class Counsel's analysis of records provided by Defendants ("Individual Putative Settlement Amounts"). Each eligible individual who timely submits a valid claim form will be entitled to receive their allocated share of the Net Settlement Amount ("Individual Settlement Payments"). Individual Settlement Payments will only be distributed to individuals who timely submit a valid claim form. The settlement distribution process will be administered by an independent, third-party settlement administrator approved and appointed by the Court.

If individuals eligible to participate in the settlement do not timely submit a claim form (other than those who previously joined) the portion of the settlement allocated to those individuals will not be paid out, reducing the total amount of the settlement. Any amount not claimed from the portion of the settlement allocated to any individual who excludes themselves from the settlement will remain Mountaire's property and will not be included in the payment Mountaire makes to the settlement administrator.

### **6. What Claims Am I Releasing if I Remain or Participate in the Settlement?**

If you participate in the settlement and/or do not request exclusion from the settlement, you will be releasing certain claims.

Each Rule 23 Settlement Class Member that does not timely exclude themselves from the settlement, and regardless of whether they are also a Claimant and thus regardless of whether they receive an Individual Settlement Amount, will release any and all wage and hour claims and causes of action, whether known or unknown, at law or in equity, whether arising under common law or federal, state, and/or local law, statute, ordinance, regulation, or any other source of law, including the North Carolina Wage and Hour Act, N.C. Gen. Stat. § 95-25.1, et seq. (the "North Carolina Wage Act"), but not including the Fair Labor

Standards Act, 29 U.S.C. § 201, et seq., which Putative Rule 23 Settlement Class Members and Putative FLSA Collective Members asserted in the Action, or could have asserted in the Action, against the Released Parties, including, but not limited to, claims arising out of, derived from, or related to the facts and circumstances alleged in the Complaint or Amended Complaint, and including all wage and hour related claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever for wages, bonuses, commissions, overtime, vacation pay, severance pay, and any related damages, costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or any other relief related to any alleged failure to pay all wages or other compensation owed, or properly record or credit hours worked. This shall specifically include any claims of alleged unjust and/or improper (1) failure to pay wages for all hours worked; (2) deductions from compensation and/or wages; (3) failure to pay minimum wages; (4) failure to calculate and/or pay overtime compensation; (5) failure to pay all monies owed for work performed in breach of express contract or labor agreement, implied contract, or assumpsit, or in violation of the doctrines of quantum meruit/unjust enrichment, fraud, negligent misrepresentation, equitable estoppel, promissory estoppel, or conversion; (6) failure to keep and maintain any records as required under applicable wage and hour laws; (7) failure to provide benefits or other amounts under any compensation or benefit plan, program, arrangement, or agreement based on any alleged failure to pay wages, including but not limited to minimum wages or overtime wages; and (8) retaliation for complaining about alleged violations of any wage and hour law. The releases in this paragraph include all federal, state, and local statutory claims and common law claims related to hours worked and unpaid wages, but it does not include claims based on the FLSA or any other claims that may not be waived as a matter of law.

In addition to the release above, each Putative FLSA Collective Member that submits Claim Form, and thus will be entitled to receive an Individual Settlement Amount, will also release any and all wage and hour claims and causes of action, whether known or unknown, at law or in equity, under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., which Putative Rule 23 Settlement Class Members and Putative FLSA Collective Members asserted in the Action, or could have asserted in the Action, against the Released Parties, including, but not limited to, claims arising out of, derived from, or related to the facts and circumstances alleged in the Complaint or Amended Complaint, and including all wage and hour related claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever for wages, bonuses, commissions, overtime, vacation pay, severance pay, and any related damages, costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or any other relief related to any alleged failure to pay all wages or other compensation owed, or properly record or credit hours worked. This shall specifically include any claims under the FLSA for alleged unjust and/or improper (1) failure to pay wages for all hours worked; (2) deductions from compensation and/or wages; (3) failure to pay minimum wages; (4) failure to calculate and/or pay overtime compensation; (5) failure to pay all monies owed for work performed in breach of express contract or labor agreement, implied contract, or assumpsit, or in violation of the doctrines of quantum meruit/unjust enrichment, fraud, negligent misrepresentation, equitable estoppel, promissory estoppel, or conversion; (6) failure to keep and maintain any records as required under applicable wage and hour laws; (7) failure to provide benefits or other amounts under any compensation or benefit plan, program, arrangement, or agreement based on any alleged failure to pay wages, including but not limited to minimum wages or overtime wages; and (8) retaliation for complaining about alleged violations of any wage and hour law. The releases in this paragraph include all claims based on the FLSA but does not include any other claims that may not be waived as a matter of law.

**CLASS COUNSEL AND COMPENSATION FOR CLASS COUNSEL, NAMED PLAINTIFFS, AND  
SETTLEMENT ADMINISTRATORS**

<b>7. Who Is Class Counsel?</b>
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For purposes of settlement, the Court has appointed the following lawyers as Class Counsel:

Gilda Adriana Hernandez, Esq.  
Hannah B. Simmons, Esq.  
Matthew S. Marlowe, Esq.  
**THE LAW OFFICES OF GILDA A. HERNANDEZ, PLLC**  
215 S. Academy Street  
Cary, NC 27511  
(919) 741-8693  
ghernandez@gildahernandezlaw.com  
hsimmons@gildahernandezlaw.com  
mmarlowe@gildahernandezlaw.com  
**www.gildahernandezlaw.com**

You can contact Class Counsel if you have questions about this case. You do not need to hire your own lawyer because class

counsel is working on your behalf. You may, however, choose to hire your own lawyer, but you must do so at your own expense.

**8. Are Attorneys' Fees, Costs, and Expenses Being Sought?**

Yes. Class Counsel will ask the Court to approve payment of up to one-third of the Gross Settlement Amount (\$2,420,000.00) to compensate them for their services in this matter and to cover expenses of this litigation. The Court may choose to award less than this amount. The Court will make a final decision about the reasonableness of Class Counsel's request at the final fairness hearing. Attorneys' fees, costs, and expenses will not be deducted from your Individual Settlement Payment, but your proportional share of the attorneys' fees will be allocated to you as income and reported on an I.R.S. Form 1099-Misc. Class Counsel's Fees and expenses will be paid from the Gross Settlement Amount before your payment is calculated.

**9. Are the Named Plaintiffs Receiving Additional Payment?**

Yes, if approved by the Court. Each Named Plaintiff will ask the Court to approve a Service Award in the amount of \$15,000.00 for themselves, in bringing this action on behalf of themselves and others alleged to be similarly situated, in recognition of their cooperation and contributions as named plaintiff and providing Defendants with a general release of all claims they may have. The Court may deny this amount or award less than this amount. The Court will make a final decision about the Service Payment to Named Plaintiffs at the Final Approval Hearing. The Service Awards will be paid from the Gross Settlement Amount before your potential settlement payment is calculated.

**10. How Are the Settlement Administrator's Expenses Being Paid?**

The costs of administering this Settlement will be paid out of the Gross Settlement Amount before your potential settlement payment is calculated.

**OPTIONS REGARDING THE SETTLEMENT – SUBMIT A CLAIM FORM**

**11. How Can I Get a Payment?**

In order to receive a settlement payment, you must timely complete and sign the Claim Form and return it to the Settlement Administrator by U.S. Mail in the postage pre-paid envelope sent with this Notice.

To be considered timely, any completed forms returned to the Settlement Administrator by U.S. Mail must be postmarked no later than October 1, 2025.

If you lose, misplace, or need another Claim Form, you can contact the Settlement Administrator by telephone at 1-(888) 330-3975 to request a new copy.

**12. How Much Can I Expect to Receive?**

Assuming the Court approves the settlement, your settlement payment will be calculated based on dates of employment and other payroll details provided by Mountaire. To learn the amount of your settlement payment, please contact the Settlement Administrator by telephone at 1-(888) 330-3975.

Each settlement payment will be separated into two amounts: 50% will be allocated to the claims asserted in the lawsuit for wage-related damages, and 50% will be allocated to the claims asserted in the lawsuit for liquidated damages and other relief. The portion allocated to claims asserted in this lawsuit for unpaid overtime and other wage-related damages will be subject to all authorized or required deductions, just as if it were wages paid in a regular paycheck. The portion allocated to wage claims will be reported on an I.R.S. Form W-2. The portion allocated to liquidated damages and other relief will be reported as non-wage income and reported on an I.R.S. Form 1099, as applicable.

**13. When Would I Get My Payment?**

If you are eligible to participate in the settlement and timely and properly submit the Claim Form, you will be sent a settlement check approximately 21 days after the effective date of the settlement, or as soon thereafter as practicable. Before the settlement is effective, however, settlement class members must be given time to object to the settlement or opt-out, the Court must hold a hearing to consider the fairness of the settlement and grant final approval of the settlement, and any appeals of the Court's order granting final approval must be resolved. Please be patient.

Please watch your mail for a check and cash it when you get it. **You will have 180 days from issuance of the check to cash it. The check will be void after 180 days.**

## OPTIONS REGARDING SETTLEMENT - EXCLUDING YOURSELF FROM THE SETTLEMENT

### 14. How Do I Exclude Myself From the Settlement?

As a Rule 23 Settlement Class Member, if you do not want to participate in the Settlement, you can request to exclude yourself. If you decide to exclude yourself from this settlement, you will not be allowed to object to this settlement. The deadline to opt out is October 1, 2025. If you filed a consent to join the *Jacinto Gomez Ovando et al v. Mountaire Farms, Inc., et al.*, CA No.: 7:23-cv-00004-M-RJ matter, you may not opt out of this settlement. This deadline is final, and forms not postmarked or submitted before the deadline will not be honored. **IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT, YOU WILL NOT RECEIVE A PAYMENT.**

To exclude yourself, you must submit a written statement to the Settlement Administrator expressly stating that you wish to be excluded from the settlement. Such requests for exclusion should state at the top of the statement “Request for Exclusion from Settlement in *Jacinto Gomez Ovando et al. v. Mountaire Farms, Inc., et al.*” Be sure to include your name, address, telephone number, and signature. All written requests for exclusion must be sent by First-Class U.S. Mail, postmarked no later than October 1, 2025 to:

*Jacinto Gomez Ovando et al v. Mountaire Farms, Inc., et al.*  
Settlement Administrator  
c/o CPT Group, Inc.  
50 Corporate Park,  
Irvine, CA 92606  
Email: GomezOvandoNCChickenProcessingLawsuit@cptgroup.com  
Website: www.GomezOvandoNCChickenProcessingLawsuit.com

You cannot exclude yourself by phone or by e-mail. Failure to include the required information in, or to timely submit, your request to be excluded will result in your remaining a member of the Rule 23 Settlement Class and being bound by any final judgment.

If you validly and timely request exclusion, you will not be bound by any final judgment, and you will not be prevented from seeking to file or prosecute any individual claim you may otherwise have against Mountaire under the NCWhA. However, statutes of limitations may separately affect your ability to bring claims against Mountaire in a new lawsuit.

## OBJECTING TO THE SETTLEMENT

### 15. How Do I Object or Tell the Court That I Don't Like the Settlement?

Please note that you can only object to the Settlement if you do not request exclusion from the Settlement. As a Rule 23 Settlement Class Member, you may object to the terms of the Settlement, to Class Counsel's request for attorneys' fees, costs, and expenses, and/or to the Named Plaintiff's request for a Service Awards. If you object and the Settlement is approved, you will be barred from bringing your own individual lawsuit asserting claims related to the matters released through this Settlement, and you will be bound by the final judgment and release and all orders entered by the Court. If you object, you may, but are not required to, hire an attorney to represent you. If you hire an attorney, you will be responsible for your own attorneys' fees, costs and expenses.

To object, you must send a statement to the Court, Class Counsel, and counsel for Mountaire giving the reasons why you object to the proposed settlement. The top of your statement should be labeled with the name and case number of this lawsuit *Jacinto Gomez Ovando et al v. Mountaire Farms, Inc., et al.*, CA No.: 7:23-cv-00004-M-RJ and must include: your name, address, and a detailed statement of the basis for each objection you make. You should include whether you are represented by separate counsel, and, if you are, the name and address of that counsel. **You must mail copies of the objection to the Court, Class Counsel, and counsel for Mountaire (addresses below), postmarked no later than October 1, 2025:**

**THE COURT**

Clerk of Court  
U.S. District Court for the  
Eastern District of North Carolina  
PO Box 25670  
Raleigh, NC 27611

**COUNSEL FOR DEFENDANTS**

Joshua Waxman  
**LITTLER MENDELSON, P.C.**  
815 Connecticut Avenue, NW, Suite 400  
Washington, DC 20006-4046

Michael S. McIntosh  
**LITTLER MENDELSON, P.C.**  
1800 Tysons Blvd., Suite 500  
Tysons Corner, VA 22102

Jerry H. Walters, Jr.  
**LITTLER MENDELSON, P.C.**  
620 South Tryon Street, Suite 950  
Charlotte, NC 28202  
*Attorneys for Defendants*

**CLASS COUNSEL**

Gilda A. Hernandez, Esq.  
Hannah B. Simmons, Esq.  
Matthew S. Marlowe, Esq.  
**THE LAW OFFICES OF GILDA A.  
HERNANDEZ, PLLC**  
215 S. Academy Street  
Cary, NC 27511  
*Attorneys for Plaintiffs*

If you submit a timely written objection, you may (but are not required to) appear at the Fairness Hearing, described in Section 20, either in person or through your own attorney.

Rule 23 Settlement Class Members who do not timely or properly object by the deadline will be deemed to have waived the right to make objections and will not have the right to appeal approval of the Settlement or speak at the Final Approval Hearing.

The Court may consider any objections that are timely filed. This does not mean, however, that the Court will necessarily take action based on any objection. If the Court considers and rejects your objection, you will still be bound by the terms of the Settlement and the Release of Claims described in Section 6 above.

**16. If I Object, Do I Need to Submit a Claim Form?**

It depends. If you intend to object to the settlement, but still wish to receive a settlement payment, you must timely file the required claim form described in Section 9 above. If the Court approves the settlement despite your objections, and you have not timely filed the required form necessary to receive a settlement payment, you will not receive a settlement payment (unless you previously filed a consent to join one of the cases).

**17. What's the Difference Between Objecting and Requesting Exclusion?**

Objecting is telling the Court you do not like something about the settlement. You can object only if you stay in the settlement. If you exclude yourself from the settlement, you are telling the Court you do not want to be part of the settlement. If you request to be excluded from the settlement, you have no basis to object to the settlement, because the case no longer affects you.

**OPTIONS REGARDING THE SETTLEMENT - DO NOTHING****18. What Happens If I Do Nothing at All?**

You have the right to do nothing. If you do nothing, however, and did not previously file a consent to join the *Jacinto Gomez Ovando et al v. Mountaire Farms, Inc., et al.*, CA No.: 7:23-cv-00004-M-RJ matter, you will not receive any money from this proposed settlement. You will still be bound by the release of the Released Claims discussed in Section 6 above.

**THE COURT'S FAIRNESS HEARING****19. When and Where Will the Court Decide Whether to Approve the Settlement?**

The Court will hold a Final Approval Hearing (sometimes called a fairness hearing) on this settlement on **November 3, 2025 at 2:00 p.m.** This hearing will take place in Courtroom #1, of the U.S. District Court for the Eastern District of North Carolina Alton Lennon Federal Courthouse, 2 Princess Street, Wilmington, NC 28401, Judge Richard E. Myers, Are II presiding. At this

hearing, the Court will consider whether the proposed Settlement—including the fees, costs, and expenses to be awarded to Class Counsel and any Service Awards awarded to Named Plaintiffs—is fair, reasonable, and adequate, and should be approved. Either at or after the hearing, the Court will decide whether to grant final approval to the settlement. We do not know how long the decision will take. The time and date of this hearing may be changed without further notice.

**20. Do I Have to Come to the Hearing?**

No. You do not have to attend this hearing. Class Counsel will answer questions the Court may have about the Settlement. You may also pay your own lawyer to attend the hearing, but it is not required.

If there are written objections to the Settlement, the Court may consider them at that time. If you file an objection, you do not have to come to Court to talk about it if you do not wish to do so. The Court may, however, listen to timely objectors who have requested to speak at the Final Approval Hearing.

**21. May I Speak at the Hearing?**

If you timely submit a valid objection, you may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear at Hearing on Final Approval of Class Settlement in *Jacinto Gomez Ovando et al. v. Mountaire Farms, Inc., et al.*” Be sure to include your full name, address, telephone number, and signature. Your notice of intention to appear must be postmarked no later than **October 1, 2025**, and be sent to the Clerk of Court, and to Class Counsel and Counsel for Mountaire at the addresses listed above in Section 15. The Court generally will not permit individuals who have opted out of the settlement to speak at the hearing.

**NO RETALIATION OR DISCRIMINATION**

**22. If I Am a Current Employee With Defendants and I Choose to Participate in This Settlement, Am I Protected from Possible Retaliation?**

Yes. It is against the law for an employer to retaliate or discriminate against an employee who decides to participate in this settlement. Mountaire will not discriminate or retaliate against you in any way because of your decision to participate or not in the lawsuit or this settlement.

**FURTHER INFORMATION**

**23. Are There More Details About the Settlement?**

Yes. This Notice summarizes the basic terms of the proposed settlement. Further information is available by contacting the settlement administrator and/or Class Counsel. *See* Section 6-7 above.

For additional information, you may contact the Settlement Administrator at 1-(888) 330-3975 toll free; write to *Jacinto Gomez Ovando et al v. Mountaire Farms, Inc., et al.* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, or visit the website at [www.GomezOvandoNCChickenProcessingLawsuit.com](http://www.GomezOvandoNCChickenProcessingLawsuit.com). In addition, see Section 6-7 for Class Counsel’s contact information.

**NO INQUIRIES ABOUT THIS SETTLEMENT SHOULD BE DIRECTED TO THE COURT, THE CLERK, MOUNTAIRE, OR ITS COUNSEL ABOUT THIS SETTLEMENT.**

If, for any future reference or mailings, you wish to change your name or address, please inform the settlement administrator of your new address. You can do so by sending a letter to:

*Jacinto Gomez Ovando et al v. Mountaire Farms, Inc., et al.*  
Settlement Administrator  
c/o CPT Group, Inc.  
50 Corporate Park, Irvine, CA 92606  
Email: [GomezOvandoNCChickenProcessingLawsuit@cptgroup.com](mailto:GomezOvandoNCChickenProcessingLawsuit@cptgroup.com)  
Website: [www.GomezOvandoNCChickenProcessingLawsuit.com](http://www.GomezOvandoNCChickenProcessingLawsuit.com)