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15 Attorneys for Plaintiff
16 LUCIO LAINEZ

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY

LUCIO LAINEZ, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

UNITED AG LABOR SERVICES, INC. and
DOES 1-10, inclusive,

Defendants.

Case No. 23CV000291

Assigned to the Hon. Thomas W. Wills
Dept. 15

Class Action

**STIPULATION RE CLASS ACTION
SETTLEMENT AND RELEASE OF CLAIMS**

Plaintiff Lucio Lainez ("Plaintiff") and defendant United Ag Labor Services, Inc.
("Defendant") enter into the following Stipulation re Class Action Settlement and Release of Claims.

STIPULATION

A. DEFINITIONS

1. "Action" means the civil action pending in the Superior Court of the State of California, County of Monterey, titled *Lucio Lainez v. United Ag Labor Services, Inc.*, Case No. 23CV000291.
2. "Class Counsel" means Santos Gomez with the Law Offices of Santos Gomez and Gregory N. Karasik with Karasik Law Firm.

1 3. “Class Members” and “Settlement Class” means all persons who, at any time since
2 January 27, 2019, worked for Defendant in California as non-exempt agricultural employees who were
3 paid piece rate wages, and did not submit a timely request to be excluded from the class certified by
4 the Court on May 24, 2024.

5 4. “Class Representative” and “Plaintiff” means Lucio Lainez

6 5. “Court” means the Superior Court of the State of California, County of Monterey.

7 6. “Defendant” means United Ag Labor Services, Inc.

8 7. The “Effective Date” means the latest of the following: (a) if no Class Members objects
9 to the Settlement, or all objections to the Settlement by Class Members are withdrawn before the Court
10 rules on Plaintiff’s motion for final approval of the Settlement, the date the Court grants final approval
11 of the Settlement; (b) if a Class Member objects to the Settlement, the date for giving timely notice of
12 an intent to file a motion to vacate the judgment granting final approval to the Settlement has passed
13 without a timely notice of intent to file a motion to vacate the judgment having been given; (c) if a
14 Class Member objects to the Settlement and gives timely notice of an intent to file a motion to vacate
15 the judgment granting final approval to the Settlement, the latest of the following: i) the last day for a
16 motion to vacate the judgment granting final approval to the Settlement to be heard in a timely manner
17 without the motion having been yet heard; ii) if a timely heard motion to vacate the judgment granting
18 final approval to the Settlement is denied, the latest of the following: (A) the date for seeking appellate
19 review of the Court’s denial of the motion to vacate the judgment has passed without a timely appeal;
20 (B) the date a timely appeal from the Court’s denial of the motion to vacate the judgment is voluntarily
21 dismissed; or (C) the date the California Court of Appeals or the California Supreme Court has
22 rendered a final ruling on a Class Member’s appeal from the Court’s order denying a motion to vacate
23 the judgment which affirms the Court’s final approval of the Settlement without material modification;
24 iii) if a timely heard motion to vacate the judgment granting final approval to the Settlement is granted,
25 the date the California Court of Appeals or the California Supreme Court has rendered a final ruling on
26 Plaintiff’s appeal from the Court’ order granting a motion to vacate the judgment which reverses the
27 Court’s order vacating the judgment and affirms the Court’s final approval of the Settlement without
28 material modification.

1 8. "Gross Settlement Amount" means the non-revisionary amount of Nine Hundred
2 Twenty Thousand Dollars (\$920,000) to be paid by Defendant pursuant to this Settlement for the
3 following: 1) the cost of settlement administration (not to exceed \$7,900); 2) the amount of attorney's
4 fees (not to exceed \$306,666.67) and litigation costs (not to exceed \$15,000) awarded to Class
5 Counsel; 3) the amount of Service Payment (not to exceed \$10,000) awarded to Plaintiff; and 4)
6 settlement benefits to Class Members who do not exclude themselves from the Settlement. The Gross
7 Settlement Amount does not include the employer's share of payroll taxes on the portion of settlement
8 payments from the Net Settlement Amount allocated to wages, which Defendant shall pay separately
9 from the Gross Settlement Amount.

10 10. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining
11 after deductions are made for the cost of settlement administration, the amount of attorney's fees and
12 litigation costs awarded to Class Counsel, and the amount of Service Payment awarded to Plaintiff.

13 11. "Notice" means the Notice of Class Action Settlement, substantially in the form
14 attached as Exhibit A, to be mailed out by the Settlement Administrator to Class Members.

15 13. "Parties" means the Class Representative and Defendant.

16 14. "Release Period" and "Class Period" mean the period from January 27, 2019 through
17 August 24, 2024.

18 16. "Settlement" or "Agreement" means this Stipulation re Class Action Settlement and
19 Release of Claims.

20 17. "Settlement Administrator" means Atticus Administration who will perform the duties
21 of: (i) conducting address traces to locate Class Members as necessary; (ii) preparing and mailing the
22 Notice of Class Action Settlement; (iii) tracking requests for exclusion; (iv) responding to Class
23 Member inquiries; (v) distributing all payments required by the Settlement; (vi) tax reporting in
24 connection with the Settlement; and (vii) any other duties necessary for administration of the
25 Settlement.

26 **B. RECITALS**

27 1. In the complaint Plaintiff asserts wage and hour class action claims on behalf of non-
28 exempt agricultural employees who are paid piece rate wages ("Piece Rate Employees"). Plaintiff

1 contends that: Defendant fails to provide Piece Rate Employees duty free meal periods of 30 minutes
2 or pay them premium wages owed for meal period violations; Defendant fails to pay Piece Rate
3 Employees minimum and/or overtime wages for meal period time that, because meal periods are not
4 entirely duty free, constitutes compensable hours worked; Defendant fails to pay Piece Rate
5 Employees all the minimum and/or overtime wages owed to them for time engaged in nonproductive
6 work; Defendant fails to pay Piece Rate Employees overtime wages when they work seven days in a
7 workweek; Defendant fails to provide Piece Rate Employees with accurate wage statements; and
8 Defendant fails to pay Piece Rate Employees all the wages owed to them when their employment ends.

9 2. Plaintiff filed the complaint on January 27, 2023. After Plaintiff agreed to extend the
10 time for Defendant to file an answer to the complaint, Defendant timely filed an answer on April 7,
11 2023. After Plaintiff propounded an initial set of interrogatories and document requests, the parties
12 agreed to suspend formal discovery pending an early mediation. The parties agreed and arranged to
13 mediate before the Hon. Bonnie Sabraw (Ret.) on August 24, 2023 but the parties were notified on
14 August 18, 2023 that Judge Sabraw had unexpectedly become unavailable so the mediation was not
15 held on August 24, 2023.

16 3. Based on Defendant's mediation statement provided to Plaintiff in anticipation of the
17 original mediation, Plaintiff felt that the prospects of reaching a settlement at mediation were low and
18 re-served the written discovery that had been suspended in expectation of an early mediation.
19 Defendant served responses to that discovery on October 23, 2023 and Plaintiff took Defendant's
20 deposition on March 21, 2024 and March 22, 2024. Defendant took Plaintiff's deposition on April 18,
21 2024.

22 4. Plaintiff filed a motion for class certification on April 23, 2024 which Defendant did not
23 oppose. On May 24, 2024 the Court granted Plaintiff's unopposed motion for class certification and
24 on June 20, 2024 the Court issued an order approving the parties' stipulation regarding the procedure
25 for giving Class Members notice of their right to exclude themselves from the class. On July 9, 2024
26 the third party administrator mailed out the class notice (in English and Spanish) to 705 class members.
27 A total of 12 Class Members opted out from the class.

28 5. After Defendant served written discovery responses in October 2023, counsel for the

1 parties discussed the prospects for proceeding with mediation. At that time, Defendant's counsel
2 indicated that Defendant's ability to fund a settlement was limited by financial considerations. Plaintiff
3 therefore requested Defendant to provide, informally and confidentially, information about its financial
4 condition so Plaintiff could better assess whether a mediation would be worthwhile. Although
5 Defendant initially provided Plaintiff with some of the information requested, Plaintiff did not deem
6 that information sufficient, so Plaintiff proceeded to seek class certification. After Plaintiff filed his
7 motion for class certification, Defendant agreed to provide additional information and Defendant
8 provided that additional information on May 17, 2024.

9 6. Thereafter, the parties agreed to proceed with mediation and a mediation was held
10 before Judge Sabraw on August 24, 2024. After a full day of arms-length negotiations, the parties
11 reached agreement on the material terms of a class action settlement subject to the condition that a
12 financial expert retained by Plaintiff confirmed that, based on the financial documents provided by
13 Defendant, the gross settlement reflected a fair settlement at or near the maximum amount Defendant
14 could afford to pay and remain viable.

15 7. On September 4, 2024, certified public accountant Kenneth L. Creal, who has
16 substantial experience analyzing the financial condition of farm labor contractors like Defendant,
17 confirmed that the settlement achieved by Plaintiff reflected the highest possible settlement that
18 Defendant could afford and remain viable. The parties thereafter negotiated additional settlement
19 details and eventually entered into the Stipulation re Class Action Settlement and Release of Claims
20 (the "Settlement") submitted herewith.

21 8. Class Counsel have conducted a thorough investigation into the facts of this case,
22 including the reviewing of relevant documents obtained from Defendant and researching the applicable
23 law and potential defenses. Class Counsel also reviewed information provided by Defendant's counsel
24 in connection with mediation and further settlement discussions. Based on their investigation and
25 evaluation, Class Counsel are of the opinion that the Settlement, especially in light of the limit of
26 Defendant's ability to fund a settlement, is fair, reasonable, and adequate, and is in the best interest of
27 the Class Members in light of all known facts and circumstances, including Defendant's defenses.
28 Defendant agrees that the Settlement is fair, reasonable and adequate.

1 9. The Parties agree that the stipulation to this Agreement is for settlement purposes only
2 and if, for any reason, the Settlement is not approved, the Agreement will be of no force or effect. In
3 such event, nothing in the Agreement shall be used or construed by or against any party as a
4 determination, admission, or concession of any issue of law or fact in the Action; and the parties do not
5 waive, and instead expressly reserve, their respective rights with respect to the prosecution and defense
6 of this action as if this Agreement never existed.

7 **C. TERMS OF SETTLEMENT**

8 1. Gross Settlement Amount: Defendant shall pay the Gross Settlement Amount of Nine
9 Hundred Twenty Thousand Dollars (\$920,000) to pay for the following: 1) the cost of settlement
10 administration (not to exceed \$7,900); 2) the amount of attorney's fees (not to exceed \$306,666.67)
11 and litigation costs (not to exceed \$15,000) awarded to Class Counsel; 3) the amount of Service
12 Payment (not to exceed \$10,000) awarded to Plaintiff; and the 4) settlement benefits to class members
13 who do not exclude themselves from the Settlement. The Gross Settlement Amount does not include
14 the employer's share of payroll taxes on the portion of settlement payments from the Net Settlement
15 Amount allocated to wages, which Defendant shall pay separately from the Gross Settlement Amount.

16 2. Attorney's Fees, Expenses and Costs: Defendant will not oppose Class Counsel's
17 application to the Court for an award of up to Three Hundred Six Thousand Six Hundred Sixty-Six
18 Dollars and Sixty-Seven Cents (\$306,666.67) in attorney's fees (33.33% of the Gross Settlement
19 Amount), or for an award of up to Fifteen Thousand Dollars (\$15,000) for litigation costs and
20 expenses, to compensate Class Counsel for the work already performed in this case and all work
21 remaining to be performed in documenting the Settlement, securing Court approval of the Settlement,
22 and ensuring that the Settlement is fairly administered and implemented. The Settlement
23 Administrator will issue to Class Counsel a Form 1099 with respect to their award of attorneys' fees
24 and costs.

25 3. Service Payment to Class Representative: Defendant will not oppose Plaintiff's request
26 to the Court for an award of up to Ten Thousand Dollars (\$10,000) for his service as Class
27 Representative ("Service Payment") in addition to any payment he may otherwise receive as a Class
28 Member. The Settlement Administrator will issue to Plaintiff a Form 1099 for his Service Payment.

1 4. Distribution to Class Members: The Net Settlement Amount shall be distributed to
2 members of the Settlement class on a pro rata basis based on the number of workweeks worked for
3 Defendant during the Class Period.

4 5. Non-Reversionary; Cy Pres: The settlement is completely non-reversionary and the
5 entire Net Settlement Amount shall be distributed to Class Members who do not exclude themselves
6 from the Settlement. In the event settlement checks issued to Class Members are not cashed or
7 deposited within 90 days after mailing, the checks shall become null and void and any funds remaining
8 from such uncashed checks shall be donated to California Rural Legal Assistance, Inc.

9 6. Tax Allocation of Class Member Distributions: The Parties agree that the Settlement
10 payments to Class Members from the Net Settlement Amount will be treated as follows: 20% of the
11 settlement payments to members of the Class shall be allocated to wages and 80% shall be allocated to
12 interest and penalties. The Settlement Administrator shall be responsible for issuing class members
13 who receive a portion of the Net Settlement Amount a Form W-2 with respect to the portion of
14 settlement benefits allocated to wages and, to the extent required by law, a Form 1099 with respect to
15 the portion of settlement benefits allocated to interest and penalties.

16 7. Funding and Distribution Dates: Within 7 days after the Effective Date, the Settlement
17 Administrator shall notify Defendant of the total amount of funds needed for making all payments
18 required under the Settlement. Defendant shall remit to the Settlement Administrator the total amount
19 of funds needed for making all payments required under the Settlement no later than the date 30
20 calendar days after the Effective Date. The Settlement Administrator shall make all payments required
21 under the Settlement as soon as practicable after receipt of the settlement funds from Defendant (but no
22 later than 10 days after receipt of the settlement funds).

23 **D. NOTICE, EXCLUSION AND OBJECTION PROCEDURES**

24 1. Within fifteen (15) calendar days following the Court's entry of an Order Granting
25 Preliminary Approval of the Settlement, Defendant shall provide to the Settlement Administrator a
26 database or spreadsheet listing the name, last known home address, and social security number for
27 each Class Member (the "Class List"). The Class List shall indicate how many workweeks the Class
28 Members worked during the Class Period.

1 2. Within ten (10) calendar days after receiving the Class List from Defendant, the
2 Settlement Administrator shall send a Notice to each Class Member by first class mail in the form
3 attached as Exhibit A. The Notice shall be provided in both English and Spanish. The Settlement
4 Administrator shall provide Plaintiff's counsel a copy of the Class List, including each Class Member's
5 estimated payment, to use in the administration of the Settlement.

6 3. The Settlement Administrator shall use reasonable standard skip tracing devices as
7 necessary to verify the accuracy of all addresses before the initial mailing date to ensure that the Notice
8 is sent to all Class Members at the addresses most likely to result in immediate receipt of those
9 documents. It shall be conclusively presumed that any Notice so mailed and not returned as
10 undeliverable within thirty (30) calendar days of the mailing shall have been received by the Class
11 Member. With respect to any returned Notices, the Settlement Administrator shall use reasonable
12 diligence to obtain a current address and re-mail to such address.

13 4. Class Members shall have forty-five (45) calendar days from the initial mailing of the
14 Notice by the Settlement Administrator to request exclusion from the Settlement by submitting a
15 request in writing, signed by the Class Member, to be excluded from the Settlement to the Settlement
16 Administrator. If a Notice is re-mailed to a new address after being returned to the Settlement
17 Administrator as undeliverable, the deadline for requesting exclusion from the Settlement shall be
18 extended by fifteen (15) calendar days. If any disputes about the validity or timeliness of any request
19 for exclusion arise, the Parties shall meet and confer. If the Parties cannot resolve the dispute, the
20 Court shall make a final and binding determination as to whether the request for exclusion shall be
21 deemed valid.

22 5. Class Members who submit a timely and valid request for exclusion will not be bound
23 by the release provisions of the Settlement and will not be entitled to receive any settlement benefits
24 under the Settlement.

25 6. Class Members shall have forty-five (45) calendar days from the initial mailing of the
26 Notice Packet by the Settlement Administrator to submit any objections to the Settlement and advise of
27 their desire to appear at the Final Fairness Hearing. If a Notice is re-mailed to a new address after
28 being returned to the Settlement Administrator as undeliverable, the deadline for submitting objections

1 to the Settlement shall be extended by fifteen (15) calendar days. The Class Notice shall include
2 specific instructions to Class Members for submitting objections, which must be sent in writing to the
3 Settlement Administrator.

4 **E. RELEASE OF CLAIMS**

5 1. Class Members' Released Claims: Each Class Member who does not submit a timely
6 and valid request for exclusion shall, upon the Effective Date, be deemed to have released any and all
7 claims against Defendant and any former and present parent, subsidiary, and affiliated corporations,
8 and their officers, directors, employees, partners, shareholders and agents, and any other successors,
9 assigns, or legal representatives ("Released Parties"), from any and all claims, rights, demands,
10 liabilities and causes of action under California law that Class Members have had, now have, or may
11 have in the future against the Released parties for any acts occurring during the Release Period that
12 were pled in the Complaint or could have been pled based on the factual allegations in the Complaint,
13 including all claims for unpaid minimum wages, unpaid overtime wages, unpaid premium wages for
14 meal period violations, wages under Labor Code Section 226.2, civil penalties under Labor Code
15 Section 226, statutory penalties under Labor Code Section 203, interest, costs and attorney's fees.

16 2. Additional Attorney's Fees Released by Class Counsel: In consideration for an award
17 of attorney's fees, expenses and costs in accordance with this Settlement, Class Counsel irrevocably
18 and forever waive any and all claims to any further attorney's fees and costs in connection with the
19 Action.

20 3. Release by Class Representative: In exchange for receipt of a Service Payment, Class
21 Representative agrees to a general release of all claims, including a waiver of the protections provided
22 in Civil Code § 1542, which provides:

23 A general release does not extend to claims which the creditor or releasing party does not
24 know or suspect to exist in his or her favor at the time of executing the release, which if
25 known by him or her, would have materially affected his or her settlement with the debtor
26 or released party.

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1 **F. COURT APPROVAL**

2 1. Plaintiff shall promptly move the Court for the entry of an Order Granting Preliminary
3 Approval of the Settlement.

4 2. In accordance with the Court's Order Granting Preliminary Approval of the Settlement,
5 Plaintiff, after the Settlement Administrator has mailed the Notice to Class Members and the time for
6 Class Members to request exclusion from or make an objection to the Settlement has expired, shall
7 move the Court for the entry of an Order Granting Final Approval of the Settlement.

8 3. This Settlement shall not take effect until the Court has entered an order granting final
9 approval of the Settlement and that order has become final after any objections to the Settlement or any
10 appeals from an order denying a motion to vacate the judgment granting final approval of the
11 Settlement have been resolved. If the Court does not grant final approval of the Settlement, the
12 judgment granting final approval of the Settlement is vacated and the order vacating the judgment is
13 upheld on appeal, or if the Court's final approval of the Settlement is reversed or materially modified
14 on appellate review of an order denying a motion to vacate the judgment, then this Settlement will
15 become null and void. If that occurs, the Parties will have no further obligations under the Settlement,
16 including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that
17 otherwise would have been owed under this Settlement. Further, should this occur, the Parties agree
18 they shall be equally responsible for the Settlement Administrator's Administration Costs through that
19 date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for
20 attorney's fees, costs or a Service Payment to Plaintiff, will not constitute a material modification to
21 the Settlement within the meaning of this paragraph.

22 4. Upon final approval of the Settlement, the Parties shall present to the Court a proposed
23 Final Approval Order and Judgment, approving the Settlement and entering final judgment in
24 accordance therewith. After entry of final judgment, the Court shall have continuing jurisdiction over
25 the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement
26 administration matters, and (3) addressing such post-judgment matters as may be appropriate under
27 Court rules and applicable law.
28

1 5. The Parties agree to waive appeals from the Court's order granting final approval of the
2 Settlement with the following exceptions: (1) the Parties may appeal if the Court materially modifies
3 the Settlement; and (2) Plaintiff may appeal if the Court awards attorney's fees, costs or a Service
4 Payment in an amount less than requested by Plaintiff. Any appeal with respect to the amount of
5 attorney's fees, costs or Service Payment shall not affect the finality of the Settlement in any other
6 regard or delay the payment of settlement benefits to Class Members or the payment of administration
7 costs to the Settlement Administrator. The waiver of appeal does not include any waiver of the right to
8 oppose any appeal, appellate proceeding, or post-judgment proceeding.

9 **G. MISCELLANEOUS**

10 1. The respective signatories to the Settlement represent that they are fully authorized to
11 enter into this Settlement and bind the respective Parties to its terms and conditions.

12 2. The Parties agree to cooperate fully with each other to accomplish the terms of this
13 Settlement, including but not limited to, execution of such documents and to take such other action as
14 may reasonably be necessary to implement the terms of the Settlement. The Parties shall use their best
15 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
16 necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement.

17 3. The Parties represent, covenant, and warrant that they have not directly or indirectly,
18 assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity
19 any portion of any liability, claim, demand, action, cause of action or right released and discharged in
20 this Settlement.

21 4. Nothing contained in this Settlement shall be construed or deemed an admission of
22 liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties has
23 entered into this Settlement with the intention to avoid further disputes and litigation with the attendant
24 inconvenience and expenses. This Settlement is a settlement document and shall be inadmissible in
25 evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

26 5. This Settlement may be executed in counterparts, and when each party has signed at
27 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
28

1 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
2 effective as to all Parties.

3 6. Until the filing of a motion for preliminary approval, the terms of the Settlement shall
4 remain confidential and any remarks about this settlement shall be limited to a statement to the effect
5 that the parties have reached a settlement in principle subject to court approval. This confidentiality
6 clause extends to the parties' use of social media people often use to communicate during their daily
7 lives, such as Twitter, Facebook, My Space, blogs and the like. This confidentiality clause, however,
8 shall not operate to restrict the ability of Class Counsel to communicate with any Class Member about
9 the fact or terms of this Settlement.

10 **IT IS SO AGREED.**

11 Dated: September 18, 2024

Lucio Lainez
Lucio Lainez
Plaintiff

14 Dated: September __, 2024

Juan De La Torre
For Defendant

16 **Agreed As To Form**

18 Dated: September __, 2024

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

20 By

Gregory N. Karasik
Attorneys for Plaintiff

24 Dated: September __, 2024

TWITCHELL & RICE, LLP
LAW OFFICE OF TODD C. HUNT, APC

26 By

Todd C. Hunt
Attorneys for Defendant

1 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
2 effective as to all Parties.

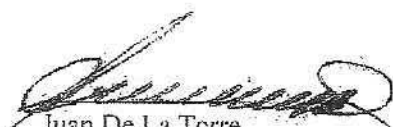
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6 clause extends to the parties' use of social media people often use to communicate during their daily
7 lives, such as Twitter, Facebook, My Space, blogs and the like. This confidentiality clause, however,
8 shall not operate to restrict the ability of Class Counsel to communicate with any Class Member about
9 the fact or terms of this Settlement.

10 **IT IS SO AGREED.**

11 Dated: September __, 2024

Lucio Lainez
Plaintiff

14 Dated: September 20, 2024



Juan De La Torre
For Defendant

16 Agreed As To Form

18 Dated: September 20, 2024

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

By


Gregory N. Karasik
Attorneys for Plaintiff

24 Dated: September 20, 2024

TWITCHELL & RICE, LLP
LAW OFFICE OF TODD C. HUNT, APC

By



Todd C. Hunt
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Lainez v. United Ag Labor Services, Inc.
Monterey County Superior Court Case No. 23CV000291

This Notice provides important information about a proposed settlement in the above-referenced class action lawsuit (the "Action" or "Lawsuit") and your rights to participate in or exclude yourself from the settlement. The Action was brought by Lucio Lainez ("Plaintiff") against United Ag Labor Services, Inc. ("Defendant").

A. Summary Of The Claims

Plaintiff brought a class action lawsuit against Defendant on behalf of persons who worked for Defendant in California as non-exempt agricultural employees who were paid piece rate wages ("Piece Rate Employees"). Plaintiff principally contends that Defendant fails to pay Piece Rate Employees wages, separately from their piece rate wages, for spending time prior to and after their harvesting work on activities during which they cannot earn piece rate wages. Specifically, Plaintiff contends that Piece Rate Employees are not paid wages for:

- Performing their exercises, washing their hands, retrieving protective clothing, donning protective clothing, retrieving knives, waiting for trailers or equipment, traveling between fields, and walking to the field prior to the start of harvesting work at the beginning of the workday and/or at the end of meal periods ("Preharvest NPT").
- Walking from the field, placing knives in sanitation buckets, doffing protective clothing, disposing of protective clothing, and washing their hands at the start of meal periods and/or at the end of the workday ("Postharvest NPT").

Based on the contention that Defendant fails to pay Piece Rate Employees wages for all their Preharvest NPT and Postharvest NPT, Plaintiff claims that Defendant fails to pay Piece Rate Employees minimum wages in violation of Labor Code Section 1197; that Defendant fails to pay Piece Rate Employees overtime wages in violation of Labor Code Section 860-862; that Defendant fails to pay Piece Rate Employees wages for non-productive time in violation of Labor Code Section 226.2; that Defendant engages in unfair competition in violation of Business and Professions Code Section 17200; that Defendant fails to provide Piece Rate Employees with accurate wage statements in violation of Labor Code Section 226 and/or 226.2; and that Defendant fails to pay to Piece Rate Employees whose employment ends all the wages owed to them upon termination. Based on the contention that Piece Rate Employees are required to engage in Postharvest NPT and Preharvest NPT during their 30 minute meal periods, Plaintiff also asserts that Defendant fails to provide Piece Rate Employees with duty free meal periods and fails to pay them premium wages for meal period violations (which are additional grounds for Plaintiff's claims that Defendant failed to pay minimum wages, failed to pay wages for all non-productive time, failed to pay overtime wages, engaged in unfair competition, failed to provide accurate wage statements, and failed to pay all wages owed upon termination).

Defendant denies Plaintiff's allegations. Defendant contends that it paid Piece Rate Employees all the wages owed to them and provided them with duty free meal periods and accurate wage statements in accordance with the law.

B. Why You Are Receiving This Notice

On [date], the Monterey County Superior Court (the "Court") preliminarily approved a settlement of the Lawsuit on behalf of the Settlement Class. The Settlement Class is comprised of all persons who, at any time since January 27, 2019, worked for Defendant in California as non-exempt agricultural employees who were paid piece rate wages, and did not submit a timely request to be excluded from the class certified by the Court on May 24, 2024.

Because you are a member of the Settlement Class, you have the right to participate in, object to, or exclude yourself from the settlement. This letter explains your legal rights and options with respect to the settlement.

C. The Terms Of The Settlement

Defendant has agreed to pay the Gross Settlement Amount of Nine Hundred Twenty Thousand Dollars (\$920,000) in exchange for a release of the claims asserted in the Action. Payments to be made from the Gross Settlement Amount include: 1) the cost of settlement administration (not to exceed \$7,900); 2) the amount of attorney's fees (not to exceed \$306,666.67) and litigation costs (not to exceed \$15,000) awarded to Class Counsel; 3) the amount of a Service Payment awarded to Plaintiff (not to exceed \$10,000); and 4) settlement benefits to class members who do not exclude themselves from the Settlement. It is estimated that, after deducting the above expenses from the Gross Settlement Amount, the Net Settlement Amount of approximately \$580,433 will be available for distribution to members of the Settlement Class.

The Net Settlement Amount shall be distributed to members of the Settlement class on a pro rata basis based on the number of workweeks worked for Defendant during the Class Period (January 27, 2019 through August 24, 2024). It is estimated that, on average, each member of the Settlement Class will receive approximately \$838.

D. What Your Options Are

1. Participate in the Settlement

To receive your share of settlement benefits, you need not do anything. As long as you do not exclude yourself from the Settlement, you will receive a share of settlement benefits following final approval of the Settlement.

Based on the records of Defendant, you worked for [number] workweeks during the Class Period. Based on that number of workweeks, your estimated gross payment (before tax deductions) is \$ _____. Depending on the Court's Final Approval Order and the number of class members who participate in the Settlement (i.e., who do not opt-out), the actual amount you will receive if the Court grants final approval of the settlement may vary from the above estimated amount.

If you dispute the number[s] of your workweeks, you may send the Settlement Administrator information, including any documents to support your claim, about the correct number of workweeks. Such information must be sent by [date] by regular mail or fax to the Settlement Administrator at the following address: [insert name and contact information for

Settlement Administrator]. If you dispute the number of workweeks, the Settlement Administrator will make a final determination about the correct number of workweeks and will inform you of its final decision.

It is your responsibility to keep a current address on file with the Settlement Administrator as the Settlement Administrator will mail your payments to the address it has on file for you. So, if you move, please provide the Settlement Administrator your new address. You may provide the Settlement Administrator your new address by mailing it or faxing it to [insert name and contact information for Settlement Administrator]. You may also contact Class Counsel and provide him your new address and he will forward it to the Settlement Administrator.

If you do not exclude yourself from the settlement, you will upon final approval of the settlement be bound by the release of claims described below and lose the right to sue Defendant for any of the claims asserted against Defendant in the Action or that could have been asserted based on the facts alleged in the Action.

2. Object to the Settlement

As long as you do not exclude yourself from the settlement, you have the right to object to the settlement. The objection must be sent by [date] by regular mail or fax to the Settlement Administrator at the following address: [insert name and contact information for Settlement Administrator]. An objection must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, and telephone number, and the last four digits of his or her Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based. If you submit a timely objection, the Court will make a ruling on the merits of the objection at the Final Fairness Hearing described below. If the Court overrules the objection and approves the Settlement at the Final Fairness Hearing, you will then have the right to appeal from the Court's ruling on your objection.

3. Exclude Yourself from the Settlement

If you wish to exclude yourself from the settlement, you must submit a written request for exclusion. The request for exclusion must be sent by [date] by regular mail or fax to the Settlement Administrator at the following address: [insert name and contact information for Settlement Administrator]. A request for exclusion must: (a) contain the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; and (d) clearly state that the Class Member does not wish to be included in the settlement.

If you exclude yourself from the settlement, you will not be entitled to recover any settlement benefits or object to the settlement, but you will retain the right to bring any claims you have or believe you have against Defendant. If you do not exclude yourself from the settlement, you will upon final approval of the settlement be bound by the release of claims described below and lose the right to sue Defendant for any of the claims asserted against Defendant in the Action or that could have been asserted against Defendant based on the facts alleged in the Action.

E. Release of Claims

Unless you exclude yourself from the settlement, upon final approval of the Settlement by the Court you will be deemed to have given up your right to sue and have released Defendant and any former and present parent, subsidiary, and affiliated corporations, and their officers, directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal representatives ("Released Parties"), from any and all claims, rights, demands, liabilities and causes of action under California law that Class Members have had, now have, or may have in the future against the Released parties for any acts occurring during the Release Period that were pled in the Complaint or could have been pled based on the factual allegations in the Complaint, including all claims for unpaid minimum wages, unpaid overtime wages, unpaid premium wages for meal period violations, wages under Labor Code Section 226.2, civil penalties under Labor Code Section 226, statutory penalties under Labor Code Section 203, interest, costs and attorney's fees.

F. Final Fairness Hearing

The Court has scheduled a Final Fairness Hearing for _____, 2025 at 8:30 a.m. in Department 15 of the Monterey County Superior Court, located at 1200 Aguajito Road, Monterey, California. At the Final Fairness Hearing, the Court will decide whether or not to grant final approval to the settlement. At the Final Fairness Hearing the Court will also decide the amounts of attorney's fees, litigation costs, and the service payment to award. You have the right to appear at the Final Fairness Hearing and address the Court. You also have the right to retain an attorney, at your own expense, to speak on your behalf. If the Court grants final approval of the settlement, a copy of the Court's judgment approving the settlement will be posted on the Settlement Administrator's website at [to be inserted].

G. Where to Get More Information

If you want more information about the lawsuit or the settlement, you can contact the attorneys for the Settlement Class at the address, email or telephone number listed below or any other advisor of your choice.

Santos Gomez
Law Offices of Santos Gomez
1003 Freedom Boulevard
Watsonville, CA 95076
Tel. (831) 228-1560
Cell Tel. (805) 236-1743
Fax (831) 228-1542
santos@lawofficesofsantosgomez.com

You can also view and obtain copies of lawsuit related documents in the Court's file by visiting the Court's website at www.monterey.courts.ca.gov

DO NOT CONTACT THE COURT WITH QUESTIONS

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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within action. My business address is 519 Arbramar Ave., Pacific Palisades, California 90272.

I served the document described as **STIPULATION RE CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS** on the interested parties in this action listed below or on the attached service list as follows:

[x]	BY E-MAIL: Based on court order or the agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person at the email address listed below.
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LAW OFFICE OF TODD C. HUNT, APC
todd@toddhuntlaw.com

Attorneys for Defendant

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 25, 2024 at Pacific Palisades, California.


Gregory N. Karasik