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1 minimum wage, (2) California minimum wage, (3) California overtime premiums,
2 (4) breach of contract, (5) indemnification for work related expenses, (6) waiting
3 time penalties, (7) unlawful and unfair business practices, and (8) meal and rest
4 period claims. In the Complaint, Plaintiffs named Rancho Del Mar, Inc., Better
5 Produce, Inc., and C.J.J. Farming, Inc., as joint employers and as a single enterprise
6 that directly employed Plaintiffs and the similarly situated employees. The suit also
7 named Juan Cisneros as the operator of the corporate entities and the individual
8 personally financially involved as both a joint employer and/or client employer
9 pursuant to Cal. Lab. Code § 2810.3.

10 1.2 Plaintiffs were subsequently granted leave to amend and filed a First
11 Amended Complaint on December 26, 2019 and a Second Amended Complaint on
12 October 8, 2020. In the First Amended Complaint, Plaintiffs added a pseudonymed
13 Plaintiff and in the Second Amended Complaint, Plaintiffs added three additional
14 pseudonymed Plaintiffs, these later three are the Class Representatives as defined in
15 paragraph 2.3.

16 1.3 The Parties have engaged in written discovery and the production of
17 documents including payroll records, time cards and bank records. Plaintiffs and
18 Defendants have analyzed those records, taken depositions, retained an expert, and
19 performed additional informal investigation of the claims and assessed the strengths
20 and weaknesses of factual and legal bases for the claims and defenses thereto.

21 1.4 On August 11, 2020, the Parties engaged in arms-length negotiations
22 during a mediation before Honorable Bonnie Sabraw of ADR Services, Inc. During
23 this mediation the Parties did not reach an agreement, but continued discussions and
24 ultimately reached an agreement through the assistance of Mediator Sabraw. The
25 Parties reached agreement on all claims raised in the operative Complaint.

26 1.5 The Parties have agreed to resolve this matter on the terms set forth
27 herein, subject to preliminary and final approval of the Agreement by the Court. In
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1 the event that the Agreement is not approved by the Court, the Agreement shall be
2 of no force or effect. In such event, nothing in the Agreement shall be used by
3 or construed against any Party, and the Parties reserve their respective rights as to
4 all claims and defenses thereto.

5 **2. DEFINITIONS**

6 As used in the Agreement, the terms below are defined as follows:

7 2.1 “Action” means the civil action pending in the United States District Court, Central
8 District of California, Western Division, titled *Manuel de Jesus Altamirano-*
9 *Santiago, et al. v. Better Produce, Inc. et al*, case number 2:19-cv-3964-DDP.

10 2.2 “Class Counsel” or “Plaintiffs’ Counsel” means the attorneys of record
11 for Plaintiffs and allegedly aggrieved employees as listed below:

12 Dawson Morton (Cal. SBN 320811)

13 Santos Gomez (Cal. SBN 172741)

14 Law Offices of Santos Gomez

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16 Watsonville, CA 95076

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19 santos@lawofficesofsantosgomez.com

20 2.3 “Class Representatives” means the following Plaintiffs who are
21 proceeding by pseudonym Salvario Lopez, Pedro Pancho and Carlos Rancho.

22 2.4 “Court” means the District Court for the Central District of California,
23 Western Division, in which this Action was commenced and is pending.

24 2.5 “Defendants” means Better Produce, Inc., Ranch Del Mar, Inc., C.J.J.
25 Farming, Inc., and Juan Cisneros.

26 2.6 “Effective Date” means the latest of the following: (a) if no Class
27 Member makes an objection to the Settlement, the date the Court grants final
28 approval to the Settlement; (b) if a Class Member objects to the Settlement but

1 dismisses or withdraws the objection prior to a ruling on the objection, the date
2 the Court grants final approval to the Settlement; (c) if an objection by a Class
3 Member is ruled on by the Court, the date for seeking appellate review of the
4 Court's final approval of the Settlement has passed without a timely request for
5 review; (d) the date a Class Member's appeal from the Court's final approval of
6 the Settlement has been voluntarily dismissed; or if an appeal is filed (e) the date
7 the appellate court has rendered a final judgment on a Class Member's appeal
8 affirming the Court's final approval of the Settlement without material
9 modification.

10 2.7 "Gross Settlement Amount" means the amount of three million five
11 hundred fifty thousand dollars (\$3,550,000.00) to be paid by Defendants pursuant to
12 this Agreement, as detailed in sections 3.2, 3.3 and 3.4 below. The following
13 payments will be made from the Gross Settlement Amount: (1) the cost of settlement
14 administration; (2) the amount of attorney's fees and litigation costs awarded to
15 Class Counsel; (3) the amount of Service Payment awarded to the Class
16 Representatives; and (4) settlement benefits to Settlement Class Members who do
17 not exclude themselves from the Agreement. The Gross Settlement Amount does
18 not include payments for Defendants' share of payroll taxes which are to be paid
19 entirely by Defendants in addition to the Gross Settlement Amount, on the portion
20 of settlement benefits allocated to wages for which payroll taxes are owed.

21 2.8 "Net Settlement Amount" is defined in Section 3.14 below.

22 2.9 "Notice Packet" means the "Notice of Proposed Class Action
23 Settlement and Hearing" and the "Estimated Individual Settlement Allocation Form"
24 further described in Section 5.2 below that will be sent out by the Settlement
25 Administrator to the Settlement Class Members.

26 2.10 "Parties" means the Plaintiffs and Defendants.
27
28

1 2.11 “Release Period” or “Class Period” means the period that H-2A job
2 orders were operative in the years 2015 through 2018, which extends from March
3 12, 2015 through November 30, 2018.

4 2.12 “Settlement” or “Agreement” means this joint Consent Judgment and
5 Stipulation for Class Action Settlement.

6 2.13 “Settlement Administrator” means Atticus Administration, LLC. The
7 Settlement Administrator will be responsible for the administration of the settlement
8 fund, as defined in Section 3, and all related matters, and whose duties shall include,
9 but may not be limited to: giving notice of the settlement to the Settlement Class
10 Members; calculating and paying the amounts due to Settlement Class Members,
11 Class Representatives, and Class Counsel under the Agreement; providing
12 settlement payments inclusive of IRS forms W-2s and 1099s if required by law;
13 certification of completion of notice and payment processes to the Court; and
14 establishing and administering a Qualified Settlement Fund (“QSF”) account to hold
15 and distribute the Fund, as described in Section 3 below. Interest accruing to that
16 account between the time of payment(s) required by Section 3 below and the time
17 funds are distributed shall be added to the Net Settlement Fund along with all interest
18 paid by Defendants on the second and third payments.

19 2.14 “Settlement Class,” “Settlement Class Members” or “Class Members”
20 means all individuals employed by Rancho Del Mar, Inc. pursuant to Job Order
21 Numbers 14259242, 14642271, 14968271, 15159101, and/or 18771064 under the
22 terms of an H-2A visa, for the period of employment from March 12, 2015 through
23 November 30, 2015, March 14, 2016 through November 30, 2016, March 13, 2017
24 through November 30, 2017, and March 12, 2018 through November 30, 2018. The
25 total number of Settlement Class Members is estimated to be one thousand (1000)
26 employees. However, the Parties understand and agree that there may be fluctuation
27 in the final number due to varying circumstances. Should the final number of
28 Settlement Class Members exceed one thousand one hundred and fifty (1150)

1 employees, the Parties shall meet and confer regarding the scope and inclusion of
2 the additional Settlement Class Members and the need to increase the overall
3 settlement fund. The Settlement Class does not include any individual who is not
4 listed on the Class List provided the Settlement Administrator in this matter pursuant
5 to paragraph 5.1 of this Agreement.

6 **3. TERMS OF SETTLEMENT**

7 **3.1 Settlement Fund.** The claims of Plaintiffs and Settlement Class
8 Members are settled and in consideration, Defendants shall pay a total gross
9 settlement amount of three million five hundred and fifty thousand dollars
10 (\$3,550,000.00) (hereinafter “the Fund.”). The Gross Settlement Amount does not
11 include payments for Defendants’ share of payroll taxes, to be paid entirely by
12 Defendants in addition to the Gross Settlement Amount, on the portion of settlement
13 benefits allocated to wages for which payroll taxes are owed.

14 **3.2 First Payment by Defendants.** The Defendants shall pay an initial
15 settlement payment of not less than forty (40%) percent of the Gross Settlement
16 Amount. This payment of at least of one million four hundred and twenty thousand
17 dollars (\$1,420,000.00), shall be paid within twenty-one (21) days of the Effective
18 Date.

19 **3.3 Second Payment by Defendants.** Defendants shall make a second
20 payment of at least thirty (30%) percent of the Gross Settlement Amount plus then
21 accrued compound interest of four percent per annum no later than twelve months
22 from the date of the Effective Date. This payment shall be at least one million and
23 sixty-five thousand dollars (\$1,065,000.00) of the Gross Settlement Amount plus the
24 accrued interest.

25 **3.4 Third Payment by Defendants.** Defendants shall make a final payment
26 of the remaining Gross Settlement Amount plus then accrued compound interest of
27 four percent per annum no later than twenty-four months from the Effective Date.
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1 This payment shall be the remaining principal amount from the Gross Settlement
2 Amount plus the accrued interest.

3 3.5 Defendants may elect to pay any part or all of the payments before they
4 are due and then pay accrued interest only through the date payment is made.

5 3.6 **Nonmonetary Settlement Terms.** In addition to the Gross Settlement
6 Amount, Defendants agree to and shall be ordered to implement and enforce the
7 following employment practices:

8 (a) Rancho Del Mar, Inc. shall offer, in writing, to re-hire all named and opt-in
9 plaintiffs whose role as a named or opt-in plaintiff is known to Rancho Del
10 Mar, including using best efforts to obtain H-2A visa certifications sufficient to
11 extend offers pursuant to that visa program, or its successor, to each such named
12 plaintiff and opt-in plaintiff;

13 (b) Rancho Del Mar, Inc. shall pay daily commute/travel time to and from their
14 H-2A employees' assigned residence to the worksite;

15 (c) Rancho Del Mar, Inc. shall use best efforts, including the purchasing of
16 necessary equipment, the training of employees and contracting with
17 appropriate vendors of such systems, to implement electronic time cards and
18 time keeping before the 2021 growing season or within 30 days of preliminary
19 approval, whichever date is later;

20 (d) Rancho Del Mar, Inc. shall use best efforts to provide electronic paycheck
21 deposit to all seasonal and field employees with direct deposit of wages into a
22 bank account owned or controlled by that employee; further Rancho Del Mar,
23 Inc. shall use best efforts to assist such employees to arrange for bank accounts
24 to be opened including taking affirmative steps with Defendants' bankers for
25 this purpose. This shall be offered to all employees without a bank account of
26 their own no later than the first day of work for Rancho Del Mar, Inc.;

27 (e) Defendants shall include all field work for Defendants on one paystub; no
28 payments for field work will be paid without a paystub; and no field work for

1 one Defendant will be paid separately from field work for another Defendant
2 during the same time period;

3 (f) Rancho Del Mar, Inc. shall provide a ten-minute duty-free rest period to be
4 offered for each four hours of work or major portion thereof; with separate
5 compensation at the higher of the prevailing hourly rate or average piece rate
6 earnings for nonproductive time;

7 (g) Rancho Del Mar, Inc. shall provide a thirty-minute duty-free lunch period
8 for each five hours of work during a workday; and

9 (h) Defendants shall not employ agricultural workers in their business
10 operations through another corporation, entity, or individual unless such other
11 corporation, entity or individual undertakes the affirmative changes listed
12 above in paragraphs 3.6(a) through (g) of this Agreement.

13 **3.7 Settlement Fund Account.** The Settlement Administrator shall
14 establish and administer an account to hold and distribute the Settlement Fund.
15 Interest accruing to that account between the time of payment and the time the funds
16 are distributed shall be added to the Net Settlement Fund.

17 **3.8 Non-Reversionary Fund.** The Agreement is completely non-
18 reversionary and the entire Fund, after deductions for attorneys' fees and litigation
19 costs, administrative expenses, the service payment to the Class Representatives, and
20 payroll tax payments on the payments to the Settlement Class Members (if any), shall
21 be distributed pro rata to the Settlement Class Members, including Plaintiffs and
22 Class Representatives, who do not exclude themselves from the settlement. In the
23 event that there are funds remaining from the Fund, such funds shall be paid as
24 indicated in paragraph 3.18.

25 **3.9 Payment of Attorneys' Fees and Costs.** Plaintiffs' Counsel will
26 request an award of up to nine hundred fifty-eight thousand five hundred dollars
27 (\$958,500 or 27%) of the Fund as an all-inclusive award of attorneys' fees, and an
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1 award for a reasonable amount of out-of-pocket costs and expenses, such costs and
2 expenses not to exceed sixty-five thousand dollars (\$65,000).

3 3.10 Plaintiffs' Counsel will be issued a Form 1099 by the Settlement
4 Administrator for their awarded attorneys' fees, costs, and expenses. In the event
5 the Court does not award the above amounts in full, the difference will be included
6 in the Net Settlement Amount to be distributed to the Settlement Class Members.
7 Plaintiffs' Counsel shall be paid for their actual costs and expenses, and attorney's
8 fees approved by the court, in equal proportion to and at the same time that the
9 Settlement Administrator issues payments to the Settlement Class Members.

10 3.11 **Payments to Settlement Administrator.** The Settlement Administrator
11 shall pay from the Fund fifty percent (50%) of the payment due to itself for its actual
12 costs and expenses (estimated at no more than \$45,000) no earlier than 7 days after
13 it receives the first Settlement Fund payment and the remaining fifty percent (50%)
14 of the payment at the same time that the Settlement Administrator issues payments
15 to the Settlement Class Members.

16 3.12 **Service Payment to Class Representatives.** Plaintiffs will request
17 the Court award up to twenty-four thousand dollars (\$24,000) each to the three
18 Class Representatives for their service (the "Service Payment") in addition to
19 any payment they may otherwise receive as a Settlement Class Members. The
20 Settlement Administrator will issue the Service Payment to the Class
21 Representatives in three pro rata payments matching the percentage of the Gross
22 Settlement Fund which has been paid. The Settlement Administrator will issue
23 the Class Representatives a form 1099 for their Service Payments.

24 3.13 **Service Payments to Opt-in Plaintiffs.** Plaintiffs will request the Court
25 award to each plaintiff, who is not also a Class Representative, and who filed a FLSA
26 consent to sue form in the litigation an opt-in payment of three thousand dollars
27 (\$3,000.00) for each such individual who assisted the litigation and made no effort
28 to discontinue or end the litigation.

1 **3.14 Net Settlement Amount.** “Net Settlement Amount” shall be the Fund
2 minus the following: (1) the award of attorneys’ fees and costs to Class Counsel
3 approved by the Court, as set forth in Section 3.9; (2) the Service Payment to the
4 Class Representatives as set forth in Section 3.12; (3) the Opt-in Payment to Opt-in
5 Plaintiffs as set forth in Section 3.13; (4) payment to the Settlement Administrator
6 (estimated at no more than \$45,000) as set forth in Section 3.11; and (5) the
7 employee’s payroll tax payments on the payments to the Settlement Class Members
8 (if any are required by state or federal law).

9 **3.15 Individual Settlement Allocation.** Each Settlement Class Member
10 who does not exclude himself or herself from the Agreement shall receive his or her
11 pro-rata share of Net Settlement Amount. To determine each Settlement Class
12 Member’s Individual Settlement Allocation, the percentage of the Net Settlement
13 Amount attributed to the Settlement Class shall be allocated among and paid to the
14 Settlement Class Members based on the following: (a) for each season worked with
15 an H-2A visa, the Settlement Class Member shall receive \$800 in additional unpaid
16 reimbursements; (b) for each season in which the Settlement Class Member worked
17 with an H-2A visa for at least four weeks, they shall receive \$650 for each such
18 season during the Class Period to reimburse for alleged kickback expenses; after
19 distribution of the above, the remaining portion of the Net Settlement Amount shall
20 be distributed based on the number of workweeks each Settlement Class Member
21 worked as a proportion of all such workweeks of the Settlement Class Members
22 during Class Period, with the total adjusted below, for the following allocations; (c)
23 Settlement Class Members who were also separately compensated by C.J.J.
24 Farming, Inc. in addition to payment from Rancho Del Mar, Inc. shall have their
25 work weeks counted at 1.25 times the actual work weeks, (d) each Settlement Class
26 Member paid at an average hourly wage below the then applicable AEWWR as set
27 forth in the Second Amended Complaint at ¶ 43 shall have their work weeks counted
28 at 1.25 times the actual work weeks; and (e) if both conditions (c) and (d) apply in a

1 season to a Settlement Class Member, their the number of workweeks shall be
2 counted at 1.5 times each work week. No Settlement Class Member shall receive a
3 payment of less than one hundred dollars (\$100).

4 3.16 The Class Representatives and each of the Participating Settlement
5 Class Members' Individual Settlement Allocations shall be treated as non-taxable
6 payments of reimbursements, interest and penalties or allocated between taxable and
7 non-taxable items, as follows: fifty percent (50%) are wages earned, and if as an H-
8 2A worker they are excluded from payroll tax withholding, including the employee's
9 portion of FICA, FUTA, SDI, and any other mandated taxes withholding, for which
10 each participating Settlement Class Member shall be issued a Form W-2 by the
11 Settlement Administrator; twenty five percent (25%) are interest, and penalties, not
12 subject to FICA, FUTA, SDI, and any other mandated tax withholding, for which
13 each participating Settlement Class Member shall be issued a Form 1099 INT by the
14 Settlement Administrator if such issuance is required by law; and twenty five percent
15 (25%) are reimbursements for travel and other expenses the Settlement Class
16 Members incurred and for which they were not previously reimbursed. The
17 distribution of funds to Settlement Class Members who do not exclude themselves
18 from the settlement shall be paid as soon as practicable after the Defendants make
19 each of the three payments called for by this Consent Judgment and Stipulation.

20 3.17 **Method of Payment to Settlement Class Members.** The Parties agree
21 that the Settlement Class Members are foreign nationals who may not be physically
22 present in the United States at the time of payments to the Settlement Class
23 Members. The parties acknowledge that payment by issuance and mailing of a check
24 is not an adequate method for international payments. Accordingly, the Parties agree
25 that the Settlement Administrator will use a reliable and secure method for ensuring
26 that the payments are delivered to the Settlement Class Members. The Parties agree
27 that the Settlement Administrator may wire funds to the Settlement Class Members'
28 specified bank account, use Western Union, Sigue Money Transfer, payments into

1 the Mexican Telegrafos system, prepaid electronic Visa card in foreign funds
2 appropriate to the Settlement Class Member's residence, or other methods requested
3 by the Settlement Class Member that are equally reliable and secure. Settlement
4 Class Members who reside in the United States at the time the Settlement
5 Administrator issues the payments may request to have the payments issued to them
6 by check mailed to their address in the United States. Settlement Class Members
7 will have three hundred sixty (360) days from the date that the Defendants fully fund
8 the settlement to receive their settlement payments.

9 **3.18 Allocation of Unclaimed Funds.** In the event that there are funds
10 remaining from the Fund that are not claimed by Settlement Class Members, such
11 funds shall first be redistributed among claiming class members, and any remaining
12 funds which cannot be cost-effectively redistributed shall be paid to the Central
13 Coast Alliance United for a Sustainable Economy as the designated *cy pres*
14 beneficiary within thirty (30) days of the last day for the Settlement Administrator
15 to issue payments to the Settlement Class Members.

16 **4. DUTIES OF SETTLEMENT ADMINISTRATOR**

17 4.1 The Settlement Administrator shall establish and maintain a Settlement
18 Fund Account as specified in Section 3.7 above and shall disburse funds from that
19 Account as specified in this Section.

20 4.2 The Settlement Administrator shall mail the Notice Packet to
21 Settlement Class Members, prepare a settlement website, and electronically notice
22 Settlement Class Members where possible, as specified in Section 5 below and shall
23 make appropriate and cost-efficient efforts to assure delivery of such Notice Packet
24 to all Settlement Class Members.

25 4.3 The Settlement Administrator shall receive and process requests of
26 Settlement Class Members to opt out of this Settlement or to object to it as specified
27 in Section 6 below.

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1 4.4 The Settlement Administrator shall be responsible for issuing the
2 payments and calculating and withholding the employee's and employer's portions
3 of all legally required state and federal taxes. The Settlement Administrator shall be
4 responsible for paying the full amount of the employee's portion of all withheld
5 taxes to the appropriate taxing authorities for H-2A employees. The parties
6 acknowledge that present law does not require withholding of taxes for wages and
7 earnings related to an H-2A worker's work. At least fifteen (15) calendar days before
8 issuing the payments to participating Settlement Class Members, the Settlement
9 Administrator shall deliver to Defendants (with a copy to Plaintiffs' counsel) a
10 written calculation of each Defendant's portion of all required employment taxes, if
11 any. If Defendants concur with the written calculation, Defendants shall pay this
12 amount into the Settlement Fund administered by the Settlement Administrator no
13 later than the date that the Settlement Administrator issues payments to Participating
14 Settlement Class Members. If Defendants disagree with the written calculation,
15 Defendants shall notify the Settlement Administrator promptly of the nature and
16 amount of the disagreement and pay the undisputed portion to the Settlement
17 Administrator no later than the date that the Settlement Administrator issues
18 payments to participating Settlement Class Members. If the Settlement
19 Administrator and the Defendants are unable to resolve their disagreement within
20 five (5) business days, the Settlement Administrator and Defendants shall
21 immediately report the remaining disagreement to the Court, which shall determine
22 the correct resolution of the matter. The Settlement Administrator shall be
23 responsible for paying the employer's portion of all required employment taxes to
24 the appropriate taxing authorities, but solely with monies provided and paid directly
25 from Defendants and not from the Fund.

26 4.5 In calculating payments due under this Agreement, the Settlement
27 Administrator shall use the Defendants' payroll records showing each Settlement
28 Class Members' dates of employment and number of workweeks during which any

1 work was performed during the Class Period of March 12, 2015 through November
2 30, 2018, subject to the challenge procedure described in this Section. The
3 Settlement Administrator shall inform Settlement Class Members of the dates of
4 their employment, the number of weeks worked in the Class Period, and their
5 eligibility for reimbursement payments for travel and alleged kickbacks. If a
6 Settlement Class Member disagrees with the listed employment dates,
7 reimbursement eligibility, and/or the number of weeks worked during the Class
8 Period based on Defendants’ payroll records or other information provided by
9 Defendants, he or she must submit a written challenge to the amount of weeks
10 worked or dates of employment to the Settlement Administrator no later than forty
11 five (45) calendar days after the Notice Packet mailing set forth in Section 6.1
12 (“Objection/Exclusion Deadline”). The Settlement Administrator shall, within five
13 (5) calendar days after receipt of any such timely written challenge, but no later than
14 five (5) calendar days after the Objection/Exclusion Deadline Date, determine
15 whether the Settlement Class Member has shown that the dates of their employment,
16 the number of weeks worked during each season in the Class Period, and the
17 eligibility for reimbursement payments for travel and alleged kickbacks information
18 provided to him or her by the Settlement Administrator was incorrect. The
19 Settlement Administrator may consult with counsel for the Parties in reaching these
20 determinations. The Settlement Administrator will give written notice to the
21 individual who submitted the challenge and counsel for the Parties of its
22 determination. The individual who submitted the challenge shall have five (5)
23 calendar days, or until the Objection/Exclusion Deadline, whichever is later, to
24 submit an objection to the Settlement and/or to “opt out” of the Settlement. Either
25 party may challenge any such determination by the Settlement Administrator to the
26 Court if the Settlement Administrator exceeds its authority under the Agreement.

27 **4.6 Final Report by Settlement Administrator to Court.** Within ten (10)
28 business days after final disbursement of all funds from the Fund, including the *cy*

1 *pres* payment, the Settlement Administrator will serve simultaneously on Plaintiffs’
2 Counsel and on Defendants’ counsel of record a declaration constituting a final
3 report on the disbursements of all monies from the Fund.

4 5. **NOTICE TO SETTLEMENT CLASS MEMBERS**

5 5.1 **Settlement Class Member Contact.** Within fifteen (15) days
6 following the Court’s entry of an Order Granting Preliminary Approval of the
7 Agreement, the Defendants shall provide the Settlement Administrator and
8 Plaintiffs’ counsel a database or spreadsheet listing, to the extent such information is
9 known or readily available to Defendants, the name, last known permanent address
10 in the U.S. and Mexico, social security number, email address(es), WhatsApp
11 account number(s), telephone number(s), H-2A visa status and time periods, job
12 order dates, C.J.J. Farming, Inc. payments, and number of workweeks worked
13 during the Class Period for each Settlement Class Member (the “Class List”). The
14 parties have agreed to exclude from the Class List individuals for whom the only
15 contact information in Defendants’ possession is 1118 N. Broadway, Santa Maria,
16 CA as this address does not exist and all mail to notice individuals at this address was
17 returned.

18 5.2 **Notices of Proposed Class Action Settlement.** Within fifteen (15)
19 days after receiving the Class List from Defendants, the Settlement Administrator
20 shall send the Notice of Proposed Class Action Settlement and Hearing (“Notice”),
21 attached hereto as **Exhibit A**, to each Settlement Class Member in Spanish (with a
22 web page link to the English and Spanish version). In addition to the Notice, the
23 Settlement Administrator will send each Settlement Class Member an “Estimated
24 Individual Settlement Allocation Form”, in Spanish (with a web page link to the
25 English and Spanish version), that describes the facts and methods used to calculate
26 the Estimated Individual Settlement Allocation in the form of **Exhibit B** attached
27 hereto (collectively Exhibits A and B are referred to as the “Notice Packet”). The
28 Settlement Administrator will send the Notice Packet using the information in the

1 Class List. The Notice Packet will provide the estimated individual settlement
2 payment for each Settlement Class Member, describe the facts and methods used to
3 calculate the Estimated Individual Settlement Payment and the challenge procedure,
4 described in Section 6, by which a Settlement Class Member can dispute the
5 information on which his/her payment amount is calculated. In addition, the
6 Settlement Administrator will create and host a bilingual web page where Settlement
7 Class Members can obtain the Notice Packet or other information regarding the
8 Settlement, along with basic case filings, and submit requests to the Settlement
9 Administrator to update any of their information, including their preferred method
10 of payment. The web page address will be included in the Notice Packet.

11 **6. OPT-OUT AND OBJECTION PROCEDURES**

12 **6.1 Opt-Out/Exclusion Procedure.** Any Settlement Class Member may
13 request exclusion from the Settlement Class by “opting out.” Settlement Class
14 Members who wish to be excluded must submit a written and signed request to the
15 Settlement Administrator for exclusion from the Settlement which must include his
16 or her full name, last four digits of his or her social security number, dates of
17 employment with Defendants during the Class Period, mailing address, email
18 address and/or phone number (if available). To be effective, Settlement Class
19 Members’ exclusion requests must be either postmarked (or, if delivered to the
20 Settlement Administrator by means other than United States First Class Mail,
21 received by the Settlement Administrator) by the Objection/Exclusion Deadline,
22 which shall be forty-five (45) days after the date of mailing of the Notice Packet.

23 **6.2 Withdrawal of Opt-Out/Exclusion Request.** Any Settlement Class
24 Member who submits an exclusion request may withdraw that request by submitting,
25 by the Objection/Exclusion Deadline, a signed request to withdraw his or her
26 exclusion request, and the withdrawal request must include his or her full name, last
27 four digits of his or her social security number, mailing address, email address, and
28 phone number. The Settlement Administrator shall timely notify Plaintiffs’ Counsel

1 and Defendants' counsel that the exclusion requests were timely submitted and not
2 withdrawn.

3 **6.3 Notice to Parties.** The Settlement Administrator shall stamp on the
4 original of any exclusion request the date the request was received, and, if received
5 by United States First Class Mail, also record the postmark date of the request. The
6 Settlement Administrator shall thereafter serve copies of the exclusion request(s),
7 inclusive of the date stamps, on Plaintiffs' Counsel and Defendants' counsel of
8 record not later than five (5) business days after receipt thereof. The Settlement
9 Administrator shall, within five (5) days following the Objection/Exclusion
10 Deadline, send simultaneously, via e-mail a final list of all exclusion requests that
11 were not withdrawn to Plaintiffs' Counsel and Defendants' counsel of record. The
12 Settlement Administrator shall retain copies of all exclusion requests that were not
13 withdrawn and originals of all envelopes accompanying exclusion requests that were
14 not withdrawn in its files until such time as the Settlement Administrator is relieved
15 of its duties and responsibilities under this Agreement.

16 **6.4** The release set forth in Section 8 below will bind all Settlement Class
17 Members who do not file a timely exclusion request, or those who file but timely
18 withdraw such a request. However, Settlement Class Members who file and do not
19 withdraw an exclusion request will not be bound by this Agreement or the release of
20 claims made in the Action.

21 **6.5 Objections.** Settlement Class Members who wish to present objections
22 to the proposed Agreement at the Final Approval Hearing must first do so in writing.
23 If a Settlement Class Member wishes to object to the approval of this Agreement by
24 the Court, the objector must submit a written statement of the objection to the
25 Settlement Administrator. To be considered, such statement must be timely filed
26 with the Settlement Administrator by the Objection/Exclusion Deadline. The
27 Settlement Administrator shall stamp the date received on the original and
28 simultaneously send copies to Plaintiffs' Counsel and to Defendants' counsel of

1 record by e-mail or facsimile and overnight delivery not later than five (5) days after
2 receipt thereof. The Settlement Administrator shall provide Class Counsel the date-
3 stamped originals of any objections to file with the Court. An objector also has the
4 right to appear at the Final Approval Hearing, either in person or through counsel
5 hired by the objector, at the objector's cost. An objector who wishes to appear at the
6 Final Approval Hearing must state his or her intention to do so at the time they
7 submit their written objections. An objector may withdraw their objections at any
8 time.

9 **7. CERTIFICATION OF CLASS AND APPOINTMENT OF CLASS**
10 **COUNSEL**

11 7.1 The Parties agree that for the purposes of this Agreement, Plaintiffs'
12 Counsel shall be appointed as Class Counsel. This Agreement is not evidence that
13 the Action has any merit; nor does it constitute an admission of any wrongdoing by
14 Defendants. Defendants do not admit to individual or class liability. This Agreement
15 will not be deemed admissible in any other proceeding, or in this proceeding, other
16 than to effectuate this Agreement.

17 7.2 Plaintiffs' Counsel shall move the Court to effectuate this Section.

18 **8. RELEASE**

19 8.1 The released claims for the Settlement Class are those claims made in
20 the operative Complaint filed by Class Representative Plaintiffs, for themselves
21 and on behalf of those similarly-situated, in the Action. The parties agree that the
22 terms of the release cover all causes of action made in the Complaint and shall
23 release and discharge all Defendants named in the Complaint and shall release the
24 claims alleged in the Complaint, for the Settlement Class Members, during the
25 Class Period against the named Defendants. Each Settlement Class Member who
26 does not submit a timely and valid request for exclusion shall, upon final approval
27 of the Settlement, be deemed to have released the released claims, described above,
28 against Defendants.

1 8.2 Additional Attorney’s Fees Released by Class Counsel: In
2 consideration of an award of attorneys’ fees and costs in accordance with this
3 Agreement, Class Counsel waives any and all claims to any further attorneys’ fees
4 and costs in connection with the Action.

5 9. **APPROVAL HEARINGS**

6 9.1 **Preliminary Approval Hearing.** At the Preliminary Approval
7 Hearing, Plaintiffs and Defendants shall jointly request that the Court issue a
8 Preliminary Approval Order, the proposed form of which shall be submitted before
9 the Preliminary Approval Hearing, provisionally certifying the proposed class for
10 purposes of settlement only and approving the Settlement as being fair, reasonable
11 and adequate to the Settlement Class Members.

12 9.2 **Preliminary Approval Order.** If the Court preliminarily approves the
13 Agreement, without modification, the Court shall issue a Preliminary Approval
14 Order so stating.

15 9.3 **Denial in Whole or in Part.** If the Court disapproves of all or any
16 provision of the Agreement, the Parties shall not be bound by the Agreement in any
17 way unless the Plaintiffs and Defendants mutually agree to reaffirm the Agreement
18 as modified. In the event that the Plaintiffs and Defendants do not reaffirm the
19 Agreement as modified, the Agreement and the underlying negotiations shall not be
20 admissible for any purpose in any proceeding. The Plaintiffs and Defendants shall
21 be free to renegotiate any other settlement agreement or proceed with the litigation.

22 9.4 **Final Approval Hearing.** The Court shall conduct a Hearing for Final
23 Approval of the Agreement no later than one hundred forty (140) calendar days after
24 the date of Preliminary Approval, or as soon thereafter as there is availability on the
25 Court’s calendar, provided that the hearing date shall be at least ten (10) days after
26 the Objection/Exclusion Deadline.

27 9.5 At the Final Approval Hearing, Plaintiffs shall move the Court for entry
28 of an Order Granting Final Approval of the Agreement, the proposed form of which

1 shall be submitted before the Final Approval Hearing, approving the Agreement as
2 fair, reasonable and adequate, and approving requests for the following: (i) payments
3 to the Settlement Administrator; (ii) attorneys' fees and costs; (iii) Service Payments
4 to the Class Representatives and opt-in Plaintiffs; and (iv) distribution of the funds
5 per the terms of the Agreement.

6 **9.6 Final Approval Order.** If the Court approves the Agreement, the Court
7 shall issue a Final Approval Order so stating.

8 **9.7** The Parties shall further request the Final Approval Order Granting
9 Final Approval of the Agreement be entered as a Judgment in the Action as soon as
10 practicable after entry of the Court's granting of the Final Approval Order. The
11 judgment will constitute a binding and final resolution of any and all claims by any
12 Participating Settlement Class Members, as defined by the Release herein.

13 **10. REPRESENTATIONS AND WARRANTIES**

14 Each of the Parties to the Agreement represents and warrants, and agrees with
15 each other Party hereto, as follows:

16 **10.1** All Parties have received independent legal advice from their attorneys
17 with respect to the advisability of entering into the Agreement and with respect to
18 the advisability of executing this Agreement.

19 **10.2** Each of the Parties, through his/her/its respective counsel, has made
20 such investigation of the facts pertaining to this Agreement and all of the matters
21 pertaining to the Agreement as they deem necessary.

22 **10.3** The Parties and their respective attorneys shall proceed diligently to
23 prepare and execute all documents necessary to seek the approval of the Court and
24 to do all things reasonably necessary to consummate the Agreement according to its
25 timing provisions. Class Counsel shall have responsibility for preparing the motions
26 and documents.

27 **10.4** Throughout the pendency of this settlement process, the Parties will
28 take all steps necessary to stay, postpone and/or take off calendar all court

1 appearances, filing deadlines, discovery deadlines and/or other case activity up and
2 until the submission of this Agreement, or as soon thereafter as possible.

3 **11. DISPUTE RESOLUTION**

4 11.1 The Parties shall cooperate in good faith to complete the terms of this
5 Agreement. Any disputes that arise during the process of finalizing the Agreement
6 documents shall be presented to the District Court for the Central District of
7 California, Western Division.

8 **12. ADDITIONAL PROVISIONS**

9 12.1 **Execution in Counterpart.** This Agreement may be executed in one
10 or more counterparts. All executed counterparts and each of them will be deemed
11 to be one and the same instrument. Any executed counterpart will be admissible in
12 evidence to prove the existence and contents of this Agreement.

13 12.2 The terms of this Agreement may not be changed or terminated orally.
14 It may only be modified or amended in a writing signed by the Parties and, once the
15 Agreement has been filed with the Court, such change must also be approved by the
16 Court.

17 12.3 All notices, requests, demands, and other communications required or
18 permitted to be given pursuant to this Agreement shall be in writing, and shall be by
19 hand delivery, overnight courier, or, unless specified otherwise in a provision of the
20 Agreement, mailed, postage prepaid, by first class or express mail. All such notices,
21 requests, demands, and other communications are to be sent to the undersigned
22 persons at their respective addresses as set forth herein:

23
24 Counsel for Plaintiffs:
25 Dawson Morton
26 Santos Gomez
27 Law Offices of Santos Gomez
28 1003 Freedom Boulevard
Watsonville, CA 95076
Email: dawson@lawofficesofsantosgomez.com
santos@lawofficesofsantosgomez.com

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Counsel for Defendants:

Todd Hunt
Law Office of Todd C. Hunt, APC
30721 Russell Ranch Road, Ste 140
Westlake Village, California 91362
Email: todd@toddhuntlaw.com

Vincent Martinez
Twitchell & Rice, LLP
215 North Lincoln Street
Santa Maria, CA 93458
Email: llimone@twitchellandrice.com

The persons and addresses to which such communications shall be made may be changed from time to time by a written notice mailed as stated above.

THE UNDERSIGNED ACKNOWLEDGES THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

Dated: 10-Mar-2021, 2021


Pedro Pancho (Mar 10, 2021 16:34 CST)

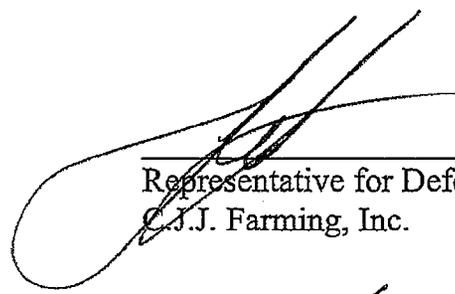
Class Representative
(additional Class Representative signatures on attached pages)

Dated: _____, 2021

Juan Cisneros
Defendant

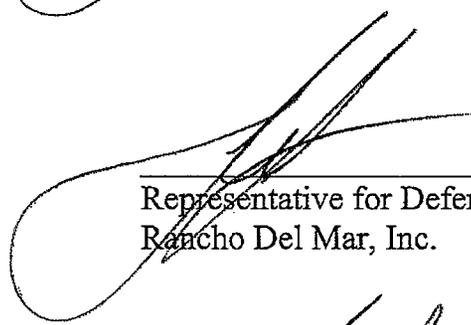
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Dated: 03.10, 2021



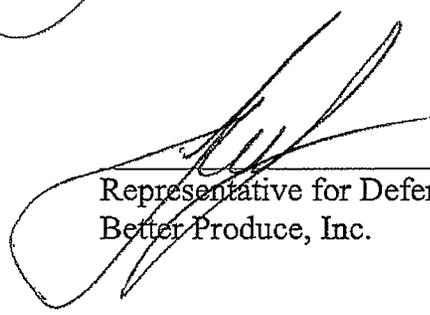
Representative for Defendants
C.J.J. Farming, Inc.

Dated: 03.10, 2021



Representative for Defendant
Rancho Del Mar, Inc.

Dated: 03.10, 2021



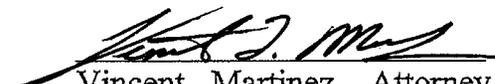
Representative for Defendant
Better Produce, Inc.

Approved as to Form:

Dated _____, 2021

Santos Gomez
Dawson Morton
Law Offices of Santos Gomez
Attorneys for Plaintiffs

Dated March 11, 2021



Vincent Martinez, Attorney
for Defendants

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Dated: MARCH 8, 2021



Todd Hunt, Attorney for
Defendants

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Dated: _____, 2021

Representative for Defendants
C.J.J. Farming, Inc.

Dated: _____, 2021

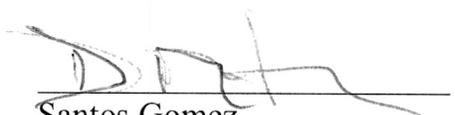
Representative for Defendant
Rancho Del Mar, Inc.

Dated: _____, 2021

Representative for Defendant
Better Produce, Inc.

Approved as to Form:

Dated March 15, 2021



Santos Gomez
Dawson Morton
Law Offices of Santos Gomez
Attorneys for Plaintiffs

Dated _____, 2021

Vincent Martinez, Attorney
for Defendants

1 Additional Class Representative Signatures

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Dated: 22-Mar-2021, 2021


Carlos Rancho (Mar 22, 2021 16:46 PDF)

Carlos Rancho, Class Representative

Dated: _____, 2021

Salvario Lopez, Class Representative

1 Additional Class Representative Signatures

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3 Dated: _____, 2021

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Carlos Rancho, Class
Representative

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6 Dated: 18-Mar-2021, 2021

Salvario Lopez
Salvario Lopez (Mar 18, 2021 16:53 MDT)

Salvario Lopez, Class
Representative

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