

## STIPULATION OF CLASS ACTION SETTLEMENT

This Stipulation of Class Action Settlement (“Settlement Agreement”) is reached by and between Plaintiff Fernando Flores (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Santa Barbara Farms, LLC (“SB Farms” or “Defendant”), on the other hand. Plaintiff and SB Farms are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC (collectively, “Class Counsel”). SB Farms is represented by Rafael Gonzalez and Christina Behrman of Mullen & Henzell L.L.P.

On October 29, 2018, Plaintiff filed a Complaint against Defendant in Santa Barbara County Superior Court, in the matter entitled *Fernando Flores v. Santa Barbara Farms, LLC, et al.*, Case No. 18CV05366 (the “Action”). On January 2, 2019, Plaintiff filed a First Amended Complaint adding a cause of action under the Private Attorneys General Act. On May 3, 2019, pursuant to the Parties’ stipulation regarding the filing of a Second Amended Complaint, Plaintiff filed the operative Second Amended Complaint alleging the following causes of action: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to provide accurate, itemized wage statements; (f) failure to indemnify all necessary business expenditures; (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (h) a claim under California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.* (the “PAGA”) as a result of the aforementioned alleged violations of the California Labor Code.

Given the uncertainty of litigation, Plaintiff and SB Farms wish to settle Plaintiff’s claims, both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and SB Farms agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and SB Farms stipulate to the conditional certification of the following Settlement Class:

All current and former non-exempt, hourly, employees who worked for Defendant Santa Barbara Farms, LLC and who were classified as harvesting employees and/or irrigation employees in California from October 29, 2014 through the date the Court enters the order granting preliminary approval (hereinafter “Settlement Class”).

The time period of October 29, 2014 through the date the Court enters the order granting preliminary approval of this Settlement shall be referred to herein as the “Class Period.”

The Parties acknowledge that the Settlement Class as defined in Paragraph 1 is narrower than the proposed class alleged in the operative complaint and that the Parties have agreed to settle the claims on behalf of the Settlement Class, as defined in Paragraph 1, only.

The Parties stipulate and agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in the Action or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held immediately prior to entering into the Settlement Agreement. In such an event, the Settlement Agreement, any settlement-related document, and any negotiations leading to the settlement may not be disclosed to third parties or used as evidence for any purposes. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, Defendant expressly reserves and shall retain all rights to challenge all claims and allegations in the Action, to assert all applicable defenses, and to dispute the propriety of class certification on all applicable grounds.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below), on behalf of themselves, their respective spouses, heirs, executors, representatives, assigns, estates, and attorneys, will fully release and discharge SB Farms, and all of its past and present officers, directors, partners, shareholders, members, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and any of their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys (collectively the “Released Parties”) as follows:

- A. Settlement Class members will release all claims, demands, rights, liabilities, obligations, costs, expenses, damages, and causes of action which relate to the allegations and claims asserted in the Complaints on file in this Action for the Class Period, including, but not limited to all disputed wage claims under the California Labor Code, and specifically, for any claims that were pled in any of the Complaints in the Action, or which could have been pled in any of the Complaints in the Action based on the factual allegations therein, that arose during the Class Period with respect to the following claims: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide meal periods, or premium pay for non-compliant meal periods; (4) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to indemnify all necessary business expenditures; (7) failure to timely pay all final wages due upon separation of employment from SB Farms; (8) all claims for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above; and (9) all claims under the PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above, and any other claims whatsoever alleged in this case, including without limitation all claims for restitution and other equitable relief, liquidated damages, all penalties under the Labor Code, other compensation, and attorneys’ fees, arising from the facts alleged in the Complaints filed in this Action (collectively, the “Released Claims”). The time period of the Release is the same time period as the Class Period.

- B. In light of his Class Representative Service Award, Plaintiff has agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal, state, or local law against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers' compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

- C. Notwithstanding Paragraph 2.B above nor anything else in this Settlement Agreement, Plaintiff's waiver and release in this Settlement does not apply to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims that may arise after the date this Settlement Agreement is signed by Plaintiff; and (iii) rights or claims arising out of this Settlement Agreement.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" of Two Hundred Ninety-Five Thousand Dollars and Zero Cents (\$295,000.00). The Gross Settlement Amount is the maximum amount that Defendant will be obligated to pay under this Stipulation, and under no circumstances shall Defendant be obligated to pay any more than the Gross Settlement Sum, unless otherwise provided for in this Settlement Agreement.

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.

- B. The Gross Settlement Amount shall be deposited by SB Farms with the Settlement Administrator within ten (10) calendar days after the "Effective Date" which is defined as the latter of (a) the Court's final approval of the settlement if no objections by or on behalf of Settlement Class members have been filed and not withdrawn; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

- (1) All payments (including interest) to the Settlement Class;

- (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Eleven Thousand Seven Hundred Fifty Dollars and Zero Cents (\$11,750.00);
- (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff's Class Representative Service Award, in recognition of his contributions to the Action and his service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and this Settlement shall remain binding;
- (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action, as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding;
- (5) Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below. Even if the Court reduces or increase the amount set aside as PAGA civil penalties, Plaintiff and the Settlement Class Members shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
- (6) Employee and employer payroll taxes and contributions (including the employer's payment of applicable FICA, FUTA, and SDI contributions, etc.) to appropriate local, state, and federal taxing authorities.

D. **Escalator Clause.** Defendant represents that there are an estimated 23,970 workweeks worked by the Settlement Class members during the Class Period. If, as of the end of the Class Period at the time of preliminary approval, the number of workweeks has increased by more than 10% (*i.e.*, if there are more than 26,367 workweeks), then SB Farms agrees to increase the Net Settlement Amount on a proportional basis (*i.e.*, if there was a 15% increase in the number of workweeks, SB Farms agrees to increase the Net Settlement Amount by 15%).

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for (i) Class Counsel’s attorneys’ fees, (ii) Class Counsel’s costs and expenses, (iii) Plaintiff’s Class Representative Service Award, (iv) the Settlement Administrator’s fees and expenses for administration, (v) the employer and employee portion of payroll taxes and contributions (including the employer’s payment of applicable FICA, FUTA, and SDI contributions, etc.) to appropriate local, state, and federal taxing authorities, and (vi) the amount designated as PAGA civil penalties payable to the LWDA. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula:
  - i. The Net Settlement Amount, including the PAGA Amount of \$2,500.00 payable to Settlement Class members as described in Paragraph 3.C(5), shall be allocated to Settlement Class members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class members who worked during the Class Period.
- C. Within ten (10) calendar days following SB Farms’ deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies of all such reports to SB Farms’ counsel.
- D. “Employee Taxes” means the Settlement Class members’ share of any and all applicable federal, state, and local payroll and/or income taxes on the portion of the Settlement Class member’s Settlement Award that constitutes wages. The Employee Taxes shall be paid out of the Gross Settlement Amount.
- E. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Ten percent (10%) as penalties; Sixty Five percent (65%) as interest; and Twenty-Five percent (25%) as wages. The Settlement Administrator will be responsible for issuing to participating

Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- F. Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. For any checks that remain undeliverable or uncashed after 180 days from mailing, the Settlement Administrator shall issue a payment check to Good Samaritan Shelter, 245 E. Inger Drive, Suite 103-B, Santa Maria, CA 93454, specifically for Bridge House located at 2025 Sweeney Rd., Suite 9639, Lompoc, CA 93436 consisting of all funds previously payable to Settlement Class members whose checks were not cashed or undeliverable. SB Farms shall be deemed to fully discharge its obligations to participating Settlement Class members to whom a Settlement Award is mailed, regardless of whether such checks are actually delivered, received and/or negotiated by Settlement Class members.
- G. Neither Plaintiff nor SB Farms or their respective counsel shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
- H. The Parties understand and agree that the Parties and their respective counsel are not providing tax advice or legal advice concerning taxes. Settlement Class members will assume any Employee Tax obligations or consequences that may arise from this Settlement Agreement and should consult with a tax expert if they have questions. The Parties agree that, in the event that any taxing body determines that additional Employee Taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of such taxes and any interest and/or penalties thereon.
- I. **Circular 230 Disclaimer.** The Parties acknowledge and agree that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties, Class Counsel, or Defendant’s Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed, or be relied upon, as tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) each Party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed; and (3) no attorney or advisor to any other Party has

imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

5. **Attorneys' Fees and Costs.** SB Farms will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be Ninety-Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$98,333.33). Additionally, Class Counsel will request an award of actual costs and expenses, as supported by declaration, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) from the Gross Settlement Amount. In the event the Court approves less than the Class Counsel's Fees and Expenses requested by Class Counsel, the difference shall be added to the NSA, for distribution to the Settlement Class members, and will not invalidate this Agreement. These amounts will cover any and all work performed and any and all costs incurred in connection with the Action, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Service Award.** SB Farms will not object to a request for a Class Representative Service Award of up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for his time and risk in prosecuting the Action, and his service to the Settlement Class. This award, to the extent approved by the Court, will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** SB Farms will not object the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Eleven Thousand Seven Hundred Fifty Dollars and Zero Cents (\$11,750.00) for the Settlement Administrator's services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings (including to the LWDA), and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to all participating Settlement Class members, unless otherwise ordered by the Court. The Settlement Administrator shall be responsible for calculating and paying the employee and the employer portion of payroll taxes, contributions and other required withholdings (including the employer's payment of applicable FICA, FUTA, and SDI contributions, etc.) to appropriate local, state, and federal taxing authorities out of the Net Settlement Amount.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement only;
- B. Appointing Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC as Class Counsel;
- C. Appointing Fernando Flores as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Pendency of Class Action and Proposed Settlement and Notice of Settlement Award, drafts of which are attached collectively hereto as Exhibit A), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

Should the Court decline to conditionally certify the Settlement Class or to preliminarily approve all material aspects of the Settlement, the Settlement will be null and void and the Parties will have no further obligations under it. Provided, however, that the Court's approval or reduction of (i) any amount requested for Class Counsel's attorneys' fees, (ii) Class Counsel's costs and expenses, (iii) Plaintiff's Class Representative Service Award, (iv) the Settlement Administrator's fees and expenses for administration, (v) the amount designated as PAGA civil penalties payable to the LWDA, and (vi) the form and content of the Notice Packet are not material aspects of the Settlement. Named Plaintiff reserves the right to appeal an order denying the request for: (i) Class Counsel's attorneys' fees; (ii) Class Counsel's costs and expenses, (iii) Plaintiff's Class Representative Service Award, and/or (iv) the Settlement Administrator's fees and expenses for administration. The issue raised on appeal will be limited and confined to the complete denial of a request for: (i) Class Counsel's costs and expenses, (ii) Plaintiff's Class Representative Service Award, and/or (iii) the Settlement Administrator's fees and expenses for administration. However, any order or proceeding relating to an application for (i) any amount requested for Class Counsel's attorneys' fees, (ii) Class Counsel's costs and expenses, (iii) Plaintiff's Class Representative Service Award, (iv) the Settlement Administrator's fees and expenses for administration, (v) the amount designated as PAGA civil penalties payable to the LWDA, and (vi) the form and content of the Notice Packet shall not operate to terminate or cancel this Settlement Agreement.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) business days after entry of an order preliminarily approving this Agreement, SB Farms will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, positions held, the dates of employment, and the number of workweeks worked by each



Settlement Class member during the Class Period (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Any Settlement Class member who does not submit a valid, timely Request for Exclusion as set forth herein is deemed to have released all Released Claims against the Released Parties assuming the Court issues an order granting Final Approval of this Settlement.
- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage directly or indirectly any Settlement Class member to object to the Settlement, opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.

- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Notice of Pendency of Class Action and Proposed Settlement by filing a written Notice of Objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and SB Farms' counsel within five (5) days of receipt, as well as file all such objections with the Court). SB Farms' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any Notice of Objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline (defined as within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets). Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing irrespective of whether they have submitted any written objection(s).
- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from SB Farms' records in order to calculate the Settlement Award, including the Settlement Class member's number of workweeks worked during the Class Period. Settlement Class members will have the opportunity, should they disagree with SB Farms' records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties. In no case will a Settlement Class member's challenge to the stated number of workweeks for the Settlement Class member based on Defendant's employment data result in a payment by Defendant in excess of the Gross Settlement Amount.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the

returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or SB Farms' Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, Settlement Administrator's costs, and payment to the LWDA for its share of the PAGA Award; and
- C. Entering judgment pursuant to California Rule of Court 3.769, including the Court's retention of jurisdiction pursuant to Code of Civil Procedure section 664.6 to enforce the Settlement Agreement until it has been fully performed.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as or deemed to be an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement, along with any related documents and negotiations, is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission that Defendant violated any of its obligations under the California Labor Code, applicable Industrial Welfare Commission Wage Orders, or Business and Professions Code, or of liability in general, or any wrongdoing,

impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties. In addition, this Settlement Agreement shall not be offered or be admissible in evidence against any of the Parties or any of the Released Parties, except in any action or proceeding brought by or against Plaintiff, Settlement Class members, or Defendant to enforce the Settlement Agreement's terms, or by Defendant in defense of any subsequent claims brought by Plaintiff or Settlement Class members. The provisions of this paragraph shall become effective when this Settlement Agreement is signed by all Parties, and shall be binding on the Parties and their counsel regardless of whether the Settlement is preliminarily and/or finally approved or terminated for any reason, or rendered null and void.

**12. Defendant's Denial of Wrongdoing and Liability and Reasons for Settlement.** Defendant has denied and continues to deny each and all of the claims and contentions alleged in the Action. Defendant has repeatedly asserted, and continues to assert, defenses thereto, and has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts, conduct, and/or omissions alleged in the Actions. Defendant has also denied, and continues to deny, *inter alia*, the allegations that the Settlement Class members have suffered damage. Without limiting the foregoing, Defendant contends that the Settlement Class members were properly and timely paid all wages and overtime wages, properly and timely provided meal and rest periods as required under California law, were properly and timely provided accurate itemized wage statements as required under California law, are not owed business expense reimbursements, and that Defendant has not engaged in any unlawful, unfair, or fraudulent business practices in violation of California law. However, Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time, energy, and resources of Defendant have been and, unless this Settlement Agreement is approved, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Action. Based on the foregoing, Defendant has concluded that it is desirable and beneficial that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. This will allow Defendant to dispose of burdensome and protracted litigation, permit the operation of Defendant's business without further expensive litigation, and put to an end the distraction and diversion of its personnel regarding matters at issue in the Action.

**13. Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members, as otherwise required by law or ordered by the Court, and/or as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. Before the date of the filing of the motion for preliminary approval of the Settlement, Plaintiff and Class Counsel will not initiate any contact with Settlement Class members about the Settlement, except that: (a) Class Counsel, if contacted by a Settlement Class member, may respond that a settlement has been reached and that the details will be

communicated in a forthcoming Court-approved notice; and (b) Plaintiff, if contacted by a Settlement Class member, may respond only that the Settlement Class member should contact Class Counsel.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to SB Farms: Rafael Gonzalez and Christina Behrman of Mullen & Henzell L.L.P., 112 East Victoria Street, Post Office Drawer 789, Santa Barbara, California 93102-0789; [RGonzalez@mullenlaw.com](mailto:RGonzalez@mullenlaw.com) and [cbehrman@MullenLaw.com](mailto:cbehrman@MullenLaw.com).

if to Plaintiff: Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC, 222 N. Sepulveda Blvd., Suite 1550, El Segundo, California 90245; [slidman@lidmanlaw.com](mailto:slidman@lidmanlaw.com) and [enguyen@lidmanlaw.com](mailto:enguyen@lidmanlaw.com).

Paul K. Haines, Haines Law Group, APC, 222 N. Sepulveda Blvd., Suite 1550, El Segundo, California 90245; [phaines@haineslawgroup.com](mailto:phaines@haineslawgroup.com).

16. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

18. **Execution by Settlement Class Members.** It is agreed that it is impossible or impractical to have each Settlement Class member execute this Settlement. The Notice of Settlement will advise all Settlement Class members of the binding nature of the release and such shall have the same force and effect as if each Settlement Class member executed this Settlement.

19. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically or via facsimile, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

20. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent possible, consistent with applicable law and precedent.

21. **Enforcement Action.** In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

22. **Jurisdiction of the Court.** In accordance with California Rule of Court 3.769(h) and Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain and hereby submit to the Court's, jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith.

DATED: 4-9-20

DEFENDANT SANTA BARBARA FARMS, LLC

By: Chad Witt

Its: MEMBER.

DATED: 4-28-20


PLAINTIFF FERNANDO FLORES

By: Fernando Flores  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED: 4/9/20

MULLEN & HENZELL L.L.P.

By:   
\_\_\_\_\_  
Rafael Gonzalez  
Christina Behrman  
Attorneys for Defendant  
SANTA BARBARA FARMS, LLC

DATED:

HAINES LAW GROUP, APC

By: \_\_\_\_\_  
Paul K. Haines  
Attorneys for Plaintiff  
FERNANDO FLORES

DATED:

LIDMAN LAW, APC

By: \_\_\_\_\_  
Scott M. Lidman  
Attorneys for Plaintiff  
FERNANDO FLORES

**APPROVED AS TO FORM:**


DATED:

MULLEN & HENZELL L.L.P.

By: \_\_\_\_\_  
Rafael Gonzalez  
Christina Behrman  
Attorneys for Defendant  
SANTA BARBARA FARMS, LLC

DATED: April 9, 2020

HAINES LAW GROUP, APC

By:  \_\_\_\_\_  
Paul K. Haines  
Attorneys for Plaintiff  
FERNANDO FLORES

DATED: April 9, 2020

LIDMAN LAW, APC

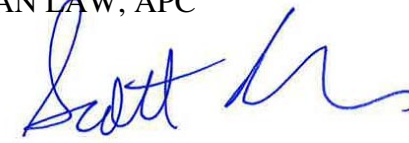
By:  \_\_\_\_\_  
Scott M. Lidman  
Attorneys for Plaintiff  
FERNANDO FLORES



EXHIBIT A

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

FERNANDO FLORES, as an individual and on behalf  
of others similarly situated,

Plaintiff,

vs.

SANTA BARBARA FARMS, LLC, a California  
limited liability company; and DOES 1 through 100,

Defendants.

Case No. 18CV05366

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED SETTLEMENT**

To: All current and former hourly non-exempt, hourly employees who worked for Defendant Santa Barbara Farms, LLC and were classified as harvesting employees and/or irrigation employees in California from October 29, 2014 through <<PRELIM APPROVAL DATE>>, (these employees will be referred to as “Settlement Class Members”).

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

***Why should you read this notice?***

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Fernando Flores v. Santa Barbara Farms, LLC*, Santa Barbara County Superior Court Case No. 18CV05366 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Santa Barbara Farms, LLC’s (“SB Farms”) records show that you were employed at SB Farms as a non-exempt, hourly employee and were classified as a harvesting employee and/or irrigation employee in California between October 29, 2014 and <<PRELIM APPROVAL DATE>> (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiff Fernando Flores (“Plaintiff”) brought this Lawsuit against SB Farms seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for SB Farms at any time beginning October 29, 2014. Plaintiff Fernando Flores is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Lawsuit alleges that SB Farms failed to pay Settlement Class members all minimum and overtime wages, failed to provide to Settlement Class members all required meal and rest periods, and failed to indemnify all necessary business expenditures. As a result of the foregoing alleged violations, Plaintiff also alleges that SB Farms failed to provide accurate, itemized wage statements, engaged in unfair business practices, and seeks civil penalties under the Private Attorneys General Act of 2004.

SB Farms denies that it has done anything wrong. SB Farms further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of SB Farms, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims, but SB Farms believes that it has strong defenses that will show no violations of California law. However, to avoid additional expense, inconvenience, and interference with its business operations, SB Farms has concluded that it is in its best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After SB Farms provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to SB Farms, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

**If you are still employed by SB Farms, your decision about whether to participate in the Settlement will not affect your employment. California law strictly prohibits unlawful retaliation.** SB Farms will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

***Who are the Attorneys?***

<p>Attorneys for the Plaintiff Fernando Flores / Settlement Class Members:</p> <p><b>LIDMAN LAW, APC</b>          Scott M. Lidman          slidman@lidmanlaw.com          Elizabeth Nguyen          enguyen@lidmanlaw.com          Milan Moore          mmoore@lidmanlaw.com          222 N. Sepulveda Blvd., Suite 1550          El Segundo, California 90245          Tel: (424) 322-4772          Fax: (424) 322-4775          www.lidmanlaw.com</p> <p>Attorneys for the Plaintiff Fernando Flores/ Settlement Class Members:</p> <p><b>HAINES LAW GROUP, APC</b>          Paul K. Haines          phaines@haineslawgroup.com          222 N. Sepulveda Blvd., Suite 1550          El Segundo, California 90245          Tel: (424) 292-2350          Fax: (424) 292-2355          www.haineslawgroup.com</p>	<p>Attorneys for Defendant Santa Barbara Farms, LLC</p> <p><b>MULLEN &amp; HENZELL L.L.P.</b>          Rafael Gonzalez          RGonzalez@mullenlaw.com          Christina Behrman          cbehrman@MullenLaw.com          112 East Victoria Street          Post Office Drawer 789          Santa Barbara, California 93102-0789</p>
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***What are the terms of the Settlement?***

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former hourly non-exempt employees who worked for Defendant Santa Barbara Farms, LLC and were classified as harvesting employees and/or irrigation employees in California from October 29, 2014 through <<PRELIM APPROVAL DATE>>. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against SB Farms as described below.

SB Farms has agreed to pay \$295,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, and the Class Representative Service Award. SB Farms’ share of payroll taxes associated with any wage payments to Settlement Class members shall be paid from the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administration to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$11,750.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$98,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

SB Farms’ Share of Payroll Taxes. SB Farms’ share of payroll taxes associated with any wage payments to Settlement Class members is currently estimated to be approximately [REDACTED] and shall be paid from the Gross Settlement Amount.

Service Award to Class Representatives. Class Counsel will ask the Court to award the Class Representative a service award in the amount of \$7,500.00 to compensate him for his service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$10,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$ [REDACTED] to be shared among an estimated [REDACTED] Settlement Class members.

The Net Settlement Amount, including the PAGA Amount of \$2,500.00 payable to Settlement Class members as described above, shall be allocated to Settlement Class members who worked

during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class members who worked during the Class Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion.

Each member of the Settlement Class who receives an Individual Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it to them. For any checks that remain undeliverable or uncashed after 180 days from mailing, the Settlement Administrator shall issue a payment check to Good Samaritan Shelter, 245 E. Inger Drive, Suite 103-B, Santa Maria, CA 93454, specifically for Bridge House located at 2025 Sweeney Rd., Suite 9639, Lompoc, CA 93436 consisting of all funds previously payable to Settlement Class members whose checks were not cashed or undeliverable.

Payment by SB Farms of Gross Settlement Amount. SB Farms agrees to pay a total amount of Two Hundred, Ninety-Five Thousand Dollars and Zero Cents (\$295,000.00) which shall be deposited with the Settlement Administrator within ten (10) calendar days of the Effective Date. The Effective Date is the latter of: (i) the Court's final approval of the settlement if no objections by or on behalf of Settlement Class members have been filed and not withdrawn; (ii) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (iii) the final resolution of any appeal that has been filed.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: Ten percent (10%) as penalties; Sixty-Five percent (65%) as interest; and Twenty-Five percent (25%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Shares. The Settlement Administrator, SB Farms and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will release SB Farms and all of its past and present officers, directors, partners, shareholders, members, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and any of their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys, (collectively the "Released Parties"), from any and all claims, demands, rights, liabilities, obligations, costs, expenses, damages, and causes of action which relate to the allegations and claims asserted in the Complaints on file in this Action for the Class Period, including, but not limited to all disputed wage claims under the California Labor Code, and specifically, for any claims in any of the Complaints in the Action, or which could have been pled in any of the Complaints in the Action based on the factual allegations therein, that arose during the Class Period with respect to the following claims: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide meal periods, or premium pay for non-compliant meal periods; (4) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to indemnify all necessary business expenditures; (7) failure to timely pay all wages due upon separation of employment from SB Farms; (8) all claims for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above; and (9) all claims under the PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and any other claims whatsoever alleged in this case, including without limitation all claims for restitution and other equitable relief, liquidated damages, all penalties under the Labor Code, other compensation, and attorneys' fees, arising from the facts alleged in the Complaints filed in this Action (collectively, the "Released Claims").

This Release shall be null and void if SB Farms does not fully fund the Settlement.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

***How can I claim money from the Settlement?***

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

***What other options do I have?***

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked between October 29, 2014 and <<PRELIM APPROVAL DATE>>. The information contained in SB Farms' records, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE FLORES V. SANTA BARBARA FARMS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department SM-2 of the Santa Barbara County Superior Court, located at 312 East Cook Street, Santa Maria, California 93454. You have the right to

appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Fernando Flores v. Santa Barbara Farms, LLC*, Santa Barbara County Superior Court, Case No. 18CV05366.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>> in Department SM-2 of the Santa Barbara County Superior Court, located at 312 East Cook Street, Santa Maria, California 93454. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

The Court's final judgment will be posted on the Settlement Administrator's website (<http://www.>).

***How can I get additional information?***

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of Superior Court of the County of Santa Barbara, located at 312 East Cook Street, Santa Maria, California 93454, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

**BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.**

**NOTICE OF SETTLEMENT AWARD**

*Fernando Flores v. Santa Barbara Farms, LLC*  
SANTA BARBARA COUNTY SUPERIOR COURT, CASE NO. 18CV05366

Please complete, sign, date and return this form to Phoenix Settlement Administrators <<ADMINISTRATOR CONTACT INFO>> ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**IF YOU DO NOT DISPUTE ANY OF THE INFORMATION LISTED IN SECTION III, BELOW,  
YOU DO NOT NEED TO COMPLETE THIS FORM.**

**(I) Please type or print your name:**

\_\_\_\_\_

(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information has changed:**

\_\_\_\_\_

Former Names (if any)

\_\_\_\_\_

New Street Address

\_\_\_\_\_

City

State

Zip Code

**(III) Information Used to Calculate Your Individual Settlement Payment:**

According to Santa Barbara Farms, LLC’s (“SB Farms”) records:

You were employed by SB Farms as an irrigation and/or harvesting employee and worked a total of [ ] workweeks during the time period October 29, 2014 through <<PRELIMINARY APPROVAL>>.

**Based on the above, your Individual Settlement Payment is estimated to be \$ [ ].**

**(IV) If you disagree with the number workweeks in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you dispute the above information from SB Farms’ records, SB Farms’ records will control unless you are able to provide documentation that establishes that SB Farms’ records are mistaken. If there is a dispute about whether SB Farms’ information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the “Notice of Class Action Settlement” that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED  
NO LATER THAN <<RESPONSE DEADLINE>>.**