

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 June 2, 2020 (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 June 2, 2020 (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>LIDMAN LAW, APC 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>HAINES LAW GROUP, APC 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>MULLEN & HENZELL L.L.P. 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 June 2, 2020, 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 June 2, 2020. 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 up to \$5,084.95.

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 \$139,831.72 to \$145,000 to be shared among an estimated 783 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 June 2, 2020. 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 August 24, 2020. **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 August 24, 2020, 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 P.O. Box 7208, Orange, CA 92863. 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 August 24, 2020.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for October 13, 2020 at 8:30 a.m. 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 October 13, 2020 at 8:30 a.m. 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 hearing will proceed by Zoom videoconferencing, or by Zoom audio if you do not have a device with video capability. Zoom is a videoconference program that can be accessed using a phone, tablet, or PC with an internet connection. If you do not have access to an electronic device with video capability, you can participate by telephone by dialing 1-669-900-6833. For hearings set in October 2020, you will use Meeting ID: 983 7656 7782 and Password: 8301125. For assistance with Zoom, visit www.support.zoom.us. You may also access the Court's website at https://www.sbcourts.org/gi/COVID19_orders_policies.shtm to access information about Zoom Video Appearances, along with other information about accessing the Court in light of Coronavirus/COVID-19.

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

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.

You may also access the Court's electronic case file with the following steps: (i) <https://www.sbcourts.org/>; (ii) Click on the "Online Services" tab; (iii) Click on the "Case Records Search" option; (iv) Click on the "Smart Search" option; (v) in the Search Criteria field, enter "18CV05366" and click on "Submit"; and (vi) once on the Case page, you can view the schedule of upcoming hearings and other information about the case by clicking on hyperlink for the Case Number "18CV05366".

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 **August 24, 2020**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON JUNE 2, 2020.