

FILED
SUPERIOR COURT

2020 JUN 15 PM 3:01 *sc*

WILLIAM E. WILEY, CLERK
BY *[Signature]*
DEPUTY

1 Cynthia L. Rice, SBN 87630
2 Cecilia Guevara Zamora, SBN 307159
3 Ezra Kautz, SBN 330352
4 CALIFORNIA RURAL LEGAL ASSISTANCE FOUNDATION
5 2210 K Street, Suite 201
6 Sacramento, CA 95816
7 Telephone: (916) 446-7904
8 Facsimile: (916) 446-3057
9 cricecrlaf@comcast.net
10 cguevarazamora@crlaf.org
11 ekautz@crlaf.org

12 *Attorneys for Plaintiff*

13
14 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF SAN JOAQUIN
16 (UNLIMITED JURISDICTION)
17

18 OCTAVIO FLORES-AYON,

19 Plaintiff,

20 vs.

21 VAN EXEL DAIRY, a partnership,
22 CAROLYN VAN EXEL, an individual,
23 HENRY P. VAN EXEL, an individual,
24 AND DOES 1-20, INCLUSIVE.

25 Defendants.

Case No.: STK-CV-UOE-2017-0007343

26 **DECLARATION OF CYNTHIA L. RICE
27 IN SUPPORT OF OF UNOPPOSED
28 MOTION FOR CLASS CERTIFICATION
AND PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: **JUL 16 2020** f
Time: 9:00 a.m.
Dept: 11B
Judge: Hon. Roger Ross
Trial: Not set

29 I Cynthia L. Rice declare and depose as follows:

30 1. I am an attorney, duly licensed to practice law in the State of California. I am
31 currently employed in a part-time capacity as an attorney with California Rural Legal Assistance
32 Foundation. In that capacity I serve as counsel for the Plaintiff and putative Plaintiff Class in this

BY FAX

1 matter.

2 2. I have personal knowledge regarding the facts ascribed to in this declaration,
3 except as to those matters otherwise indicated, in which case I believe them to be true. I submit
4 this declaration in support of Plaintiff's motion and request that the court:

- 5 • conditionally certify the class for the purpose of a settlement reached with
6 Defendants Van Exel Dairy, Carolyn Van Exel, and Henry P. Van Exel
7 ("Defendants");
- 8 • approve the proposed form and method of notice to the class;
- 9 • appoint Cynthia L. Rice of California Rural Legal Assistance Foundation as class
10 counsel;
- 11 • preliminarily approve the class action settlement for Four Hundred Fifty Thousand
12 Dollars (\$450,000.00) as presumptively fair, adequate, and reasonable; and
- 13 • schedule a fairness hearing on the question of whether the proposed settlement
14 should be finally approved as fair, reasonable, and adequate.

15 3. I have represented thousands of low-wage workers in individual and workforce-
16 wide actions recovery wages, damages and penalties arising from California and federal labor law
17 violations. In particular, I have developed expertise litigation actions on behalf of agricultural
18 workers who are covered by Wage Order 14, 8 Cal. Code Regs. §§ 11140. Several workforce
19 wide settlements I helped negotiate in the last five years have been approved by courts, including
20 in the last year, two settlements involving non-payment of wages and recovery of penalties, viz.,
21 *Olivo v. Fresh Harvest*, U.S. Dist. Court, SD CA, Case No. 3:2017cv-02153, settlement approved
22 by the Hon. James Lorenz, Nov. 25, 2019; and *Tenorio, et al., v. Gallardo, et al.* U.S. Dist Court
23 ED CA, Case No. No. 1:16-cv-00283, settlement approved by the Hon. Dale A. Drozd,
24 September 30, 2019. Additionally, the California Rural Legal Assistance Foundation has been
25
26
27
28

1 involved in similar actions in state courts, where settlement and class certification was approved,
2 including *Jesus Lopez-Gutierrez, et al. vs. Foothill Packing, Inc.*, Monterey County Superior
3 Court Case No. 17 CV 001629, settlement approved by the Hon. Lydia M. Villarreal, June 24,
4 2019; and *Dominguez, et al. v. Easy Fuel, et al.*, Stanislaus County Superior Court Case No. 34-
5 2015-00176610, class certification granted and settlement approved by the Hon. Allen G. Perkins,
6 on May 16, 2019.
7

8 4. I have been a member of the California Employment Lawyers Association and the
9 California Bar Association's Labor and Employment Law section for more than 20 years. I have
10 been a featured panelist at a number of seminars by both organizations on wage and hour issues
11 and workforce wide relief. I also regularly review appellate cases as well as settlements and
12 verdicts in wage and hour and other employment related cases. Based on my experience as a
13 labor and employment rights litigator; my personal involvement in the litigation and mediation
14 efforts in this action; and information provided regarding the Defendant's financial position; I
15 believe that this settlement is fair and will fairly serve the interests of the class.
16

17 5. The complaint alleged the existence of a putative class of all non-exempt
18 employees of Defendants who worked at Defendants' dairy farms from July 17, 2013 through
19 March 16, 2019— who suffered violations of protections provided under Industrial Welfare
20 Commission Wage Order 14 (Complaint ¶¶ 27 (b) (ii) and (iii), 34 37, 43) and other statutory
21 violations arising from failing to comply with those provisions. Wage Order 14 applies "to all
22 persons employed in an agricultural occupation whether paid on a time, piece rate, commission,
23 or other basis" with certain exceptions. Plaintiff here proposes a class including those agricultural
24 workers. Their identities are ascertainable and were determined through discovery of
25 Defendant's payroll and timekeeping records. Those records included the hire and termination
26 date, a record of time in and time out for the identified employees for the beginning and end of
27
28

1 each shift and meal period; the total hours worked, the total amount paid, and deductions for
2 housing, if applicable.

3 6. From these records I was able to confirm that the claims of the representative
4 Plaintiff are typical of the claims of the 149 other class members.¹ The time records and
5 responses to formal and informal discovery that I reviewed support the following facts. Plaintiff
6 and members of the class were generally paid on a salary basis and they worked more than 10
7 hours per day, but were not paid additional compensation for the additional hours worked. Other
8 class members worked and were paid on an hourly basis, but were sometimes not paid for hours
9 worked in excess of 10 hours per day; and the failure to pay those hours to Plaintiff and class
10 members resulted in overtime and minimum wage violations. Plaintiff and members of the class
11 worked many days where they either had no recorded meal period within a shift of 6 or more
12 hours, or had a recorded meal period that commenced more than 5 hours after the beginning of
13 the shift, and were not provided the additional compensation due for those missed or late meal
14 periods. Plaintiff and members of the class were provided housing and for some pay periods
15 deductions were made from their pay representing payment for the housing but no signed
16 agreements authorizing those deductions were obtained by the Defendants prior to making those
17 deductions. Plaintiff and class members were not paid the unpaid wages due for the additional
18 hours worked at the time of their termination. The wage statements provided to Plaintiff and the
19 members of the class with their periodic payments did not include all required information,
20 including specifically the un-credited overtime hours worked.

21 7. This action was filed on July 17, 2017 and the parties began discovery which
22
23

24
25
26
27 ¹ The Settlement Agreement incorrectly refers to 144 class members. A review of records and job
28 roles provided by Defendants shows the class size is 150.

1 included notice to the class by way of a *Belaire-West* notice that Plaintiff was seeking
2 employment records and contact information from Defendants. That notice was administered by
3 Phoenix Class Action Administration Solutions. Thirty-eight individuals identified as being
4 members of the class by Defendants elected not to have their personal information communicated
5 to Plaintiff's counsel. This was not an opt-out or request for exclusion from the settlement.
6 However Defendants took the position that these individuals would likely not submit a claim or
7 otherwise participate in class action. Despite this position, for the purpose of distribution of the
8 Settlement Proceeds available to the class, all individuals covered by Wage Order 14 for whom
9 the records demonstrate there are underpaid wages, missed or late meal periods or unlawful
10 deductions, will be allowed to participate in the settlement.
11

12 8. On July 11, 2019 formal mediation was conducted by an experienced wage and
13 hour and class action mediator, David L. Perrault of Judicate West, in Sacramento, California.
14 This mediation took place after service of a *Belaire-West* notice to the class and voluminous pre-
15 certification discovery including time and payroll records for the class. The initial mediation
16 session included extensive discussion and examination of the Parties' respective positions on the
17 legal and factual issues raised by the action. Defendants Van Exel Dairy, Carolyn Van Exel and
18 Henry P. Van Exel were present and represented by their current attorneys, the Law Office of
19 Randy E. Thomas, and an accountant. Named Plaintiff was present and represented by his
20 attorneys, California Rural Legal Assistance Foundation. A settlement was not reached at that
21 time. The Parties, including all Defendants and the Named Plaintiff, continued to negotiate in
22 good faith, informally exchanged additional information about the class members, and engaged in
23 a second mediation session on August 21, 2019 with Mr. Perrault. As a result of that second
24 mediation, and subsequent negotiations conducted through the mediator, the matter was settled.
25 The terms of the Settlement were reduced to writing, after Defendants provided additional
26
27
28

1 information about the class members and clarification of certain terms. A true and correct copy of
2 that Settlement Agreement is attached hereto as Exhibit 1.

3 9. During the course of the mediation Defendants provided candid information about
4 the nature of their business and financial information. That information was considered by me
5 when evaluating the reasonableness of the settlement and I believe that it demonstrated that the
6 Plaintiff and class might encounter difficulty collecting a judgment that was significantly greater
7 than the settlement amount..
8

9 10. A critical aspect of the Settlement Agreement is the agreement to changes the
10 policies and practices at the dairy to come into compliance with the law. Those provisions are
11 enumerated in Section II, paragraph F of the Settlement Agreement.
12

13 11. The analysis of wages paid and due was based on the work records produced in
14 discovery, which included payroll data, time cards and other records that were provided and
15 retrieved in electronic form by the data analysis firm TelSwitch. Defendants provided records
16 indicating the job classifications for the 161 employees included in Defendants' personnel
17 records, which allowed us to determine the identities of the Class Members by excluding three
18 mechanics and four office workers not covered under Wage Order 14, as well as four members of
19 the Defendants' family. Out of the 150 workers in the Class, we identified 26 as milkers, 2 as
20 irrigators, and the remaining 122 as "outside" workers.
21

22 12. Our office worked with TelSwitch to incorporate the electronically-stored time and
23 payroll records provided by Defendants into a set of databases, which were then exported into
24 Excel spreadsheets for use in producing the final tallies. I provided detailed instructions to
25 TelSwitch as to how to process the data so that damages could be accurately calculated. The
26 resulting spreadsheets were reviewed for accuracy by me and by my associate, Ezra Kautz.
27 Corrections were made as a result of that review, and the spreadsheets were again reviewed. This
28

1 took some time due to the nature of the underlying records, the availability of TelSwitch staff and
2 Plaintiff's counsel's commitments on other cases. Based on my review and that of Mr. Kautz, I
3 believe the summary reflects a reliable estimate of the amounts due each class member based on
4 the records produced in discovery. Printouts of the resulting spreadsheets are attached as Exhibits
5 3, 4, and 5.
6

7 a. *Regular rate of pay.* For each pay period for which either time records or
8 payroll records indicated a particular worker suffered a labor violation, we
9 determined the regular rate of pay. For hourly workers, we applied the hourly
10 rate expressed on the paycheck. For salaried workers, the regular rate of pay
11 was calculated by dividing the weekly salary by 60 hours, the regular work
12 week under Wage Order 14,² in accordance with the formula required by
13 *Ghory v. Al-Lahham*, 209 Cal. App. 3d 1487, 1490-91. For pay periods in
14 which time records showed a violation but corresponding payroll records were
15 missing, we applied the worker's regular rate of pay from the preceding pay
16 period.
17

18 b. *Overtime violations.* Records showed that Plaintiff and other workers
19 frequently worked in excess of 60 hours per week,³ but were paid a fixed
20 salary regardless. Defendants owe these salaried workers for this unpaid
21 overtime. Because time records were not available for each worker for each
22 day in the covered period, we instructed TelSwitch to estimate overtime by
23
24

25
26 ² For pay periods after January 1, 2019, the weekly salary is divided by 55 hours in accordance
with the schedule for overtime changes in AB 1066 and Wage Order 14.

27 ³ For pay periods after January 1, 2019, overtime was determined based on a 9.5-hour day and a
28 55-hour work week in accordance with AB 1066 and Wage Order 14.

1 extrapolating from available records. In particular, if the particular salaried
2 worker has other time records, we applied an average for that worker's daily
3 time. If there were no time records for that worker, but the worker was a
4 milker, we applied an average of daily hours worked by all milkers, based on
5 Plaintiff's knowledge that milkers' hours were roughly consistent with each
6 other. If the worker was an outside worker, we applied an average of daily
7 hours worked by all outside workers. Once the number of unpaid hours was
8 determined, we calculated damages by multiplying the number of hours by 1.5
9 times the regular rate of pay, plus interest at 10 percent per annum.
10

11 c. In addition, some hourly workers were not paid for the full amount of overtime
12 hours actually worked, according to the workers' timecards. We calculated
13 unpaid wages and interest the same way for this unpaid time, using the hourly
14 wage in Defendants' payroll records.
15

16 d. Irrigators were excluded from overtime until January 1, 2017, the effective
17 date of AB 1066, which expanded overtime protections for agricultural
18 workers covered by Wage Order 14. Therefore, no overtime damages were
19 included for the two irrigators prior to that date.
20

21 e. The total overtime damages for each Class Member is listed in Column K of
22 Exhibit 4.

23 f. *Liquidated damages.* Additionally, since workers were not compensated at all
24 for these overtime hours, this constitutes a failure to pay the minimum wage
25 for which liquidated damages are due under Labor Code § 1194.2, in an
26 amount equal to the amount of unpaid minimum wages. To calculate the
27 liquidated damages due, the uncompensated hours above were multiplied by
28

1 the applicable minimum wage rate. (See Column L of Exhibit 4.)

2 g. *Meal break violations.* Using the clock in and clock out times provided for
3 each daily timecard, TelSwitch analyzed actual hours worked in order to
4 determine if a meal period was taken for each shift in excess of 6 hours, and
5 whether that meal period commenced before or after the fifth hour of the shift.
6 Labor Code § 226.7. TelSwitch identified each day on which such a meal
7 break violation is apparent from Defendants' time records, and then calculated
8 damages at the rate of one hour of pay at the regular rate of pay, and then
9 credited interest at 10 percent per annum. The total for each Class Member is
10 shown in Column D of Exhibit 3.

11
12 h. *Rest break violations.* Plaintiff alleged that he and other milkers were required
13 to work through their statutorily mandate rest periods. Defendants asserted
14 that other workers were provided their rest periods. Given Plaintiff's personal
15 knowledge about the conditions for milkers and the lack of records that could
16 be used to determine whether other workers did or did not take rest periods, a
17 credit for a denied rest period was provided only for milkers. Each milker was
18 credited for a missed rest period for each day in which the timecard showed the
19 milker worked more than three and one half hours. That number was then
20 multiplied by the applicable regular rate of pay to determine the amount of rest
21 period compensation due under Labor Code § 226.7, and interest was added at
22 10 percent per annum. The total for each worker is shown in Column F of
23 Exhibit 3.

24 i. *Improper deductions.* Defendants' payroll records showed deductions for
25 "housing" or "rent" for 13 Class Members, including Plaintiff. Plaintiff alleges
26
27
28

1 that he and the other workers did not enter into a written agreement authorizing
2 these deductions, in violation of Labor Code §§ 221 and 224; indeed,
3 Defendants were unable to produce a compliant written agreement for any
4 member of the Class. TelSwitch calculated damages for these unpaid wages by
5 adding all rent deductions, plus interest at 10 percent per annum, for each
6 worker, shown in Column N of Exhibit 4.
7

8 j. *Waiting time penalties.* Each worker whose employment had terminated as of
9 the date of the Settlement Agreement and who was owed for the above
10 violations is entitled to waiting time penalties for each day the wages remained
11 unpaid, up to 30 days, under Labor Code § 203. The names of the workers
12 owed waiting time penalties were approximated by taking all workers who
13 were no longer on payroll as of the most recent data provided by Defendants
14 (March 16, 2019). Damages were then calculated for these workers by
15 multiplying the last daily rate of pay (the regular rate of pay times 10 hours) by
16 30 days, shown in Column P of Exhibit 5.
17

18 k. *Improper wage statements.* The complaint alleges that due to the above
19 described violations, the wage statements provided to Plaintiff and other
20 workers were inaccurate and that Plaintiff and the class are due penalties
21 pursuant to Labor Code 226(e). That amount was determined by identifying
22 each pay period within one year prior to the complaint for which a worker was
23 not paid all wages due, not provided a meal or rest period, and/or charged for
24 an unlawful housing deduction, and then multiplying that number by \$50 for
25 the first such period and \$100 for each subsequent pay period within the
26 statutory timeframe. Class members were then credited with that amount up to
27
28

1 a maximum of \$4,000,00, as provided in Labor Code § 226. (See Column O
2 of Exhibit 5.)

3 Based on these calculations there were some class members for whom no wages, damages,
4 interest or penalties were identified. However, they will receive notice of their inclusion in the
5 class and have the opportunity to object to inclusion in the Settlement Agreement, or to request a
6 recalculation of the amount due.
7

8 13. Based on the above calculations, the total claims of the class members amount to
9 approximately \$1.3 million, assuming that Plaintiff would prevail on all claims and all of the
10 Defendants' defenses fail. (See Column Q, Row 152 of Exhibit 5.)

11 14. Class treatment of these claims is highly efficient and far more likely to result in
12 recovery for the individual class members. I am aware of no administrative or court claims that
13 have been filed by any of the class members. In my experience most dairy workers would lack
14 the legal knowledge that when paid on a salary basis, that salary does not necessarily compensate
15 them for more than 60 hours per week. Even those that do know, or are informed, are unlikely to
16 pursue those claims because of the time involved or fear of blacklisting within the industry. The
17 underpaid wage amounts due most of the individual workers are relatively small. Fewer than 40
18 class members have overtime claims in excess of \$1,000.00. (See Exhibit 2, Column H.) Proof
19 with respect to these claims would come primarily from the electronic records of Defendants, and
20 the record keeping and testimony about the job assignments, hours and working conditions --
21 including meal and rest periods -- would be common for all of the class members in each of the
22 jobs. The issue of whether housing charges were improperly imposed would be determined
23 through looking at employee records of charges and the nature of, or in most cases lack of, the
24 signed statement regarding those charges. The other statutory penalties and damages all flow
25 from those violations and are merely calculations of amounts due based on statutorily established
26
27
28

1 formula.

2 15. The Settlement Agreement provides for a total payment of \$450,000.00,
3 \$400,000.00 of which will be paid out to the Plaintiff and Plaintiff Class. This represents
4 approximately 30% of the wages, damages, statutory penalties and interest that could possibly be
5 recovered if Plaintiff and the class prevail on all issues and all equitable defenses are rejected by
6 the court. While this is a significant reduction from what might be recovered if Plaintiff and the
7 class were successful at trial, I believe that the Distribution Plan will result in a greater percentage
8 than that for most class members. It is not likely that all class members will claim their payments
9 under the Settlement Agreement. There is no reversion of the settlement funds. Any amounts not
10 claimed by class members will be distributed pro rata to other class members. (See Proposed
11 Distribution Plan attached hereto as Exhibit 2.) Second, some of the claims are subject to
12 defenses, such as the rest period claim, that could result in a defense verdict, significantly
13 reducing the recovery for some class members.
14

15
16 16. Additionally, and compellingly, Defendants provided reliable financial
17 information about their own financial condition as well as the declining earnings in the dairy
18 industry during the settlement process that suggests that if judgment for the full amount is
19 entered, they would be financially unable to pay it. This could force them into bankruptcy or
20 require extensive work to enforce the judgment which would delay any payment received.
21

22 17. As detailed in the Distribution Plan attached hereto as Exhibit 2, \$6,000.00 of the
23 total settlement award is to be allocated as a participation enhancement award for the Named
24 Plaintiff and class representative, Octavio Flores-Ayon. Mr. Flores-Ayon expended significant
25 time during the litigation of this case assisting class counsel in the factual development of the
26 issues, identifying potential class members and responding to defenses raised by the Defendants.
27 I am advised that he missed work in order to meet with counsel and to participate in the mediation
28

1 sessions. Additionally, just by being involved in a publicly litigated case he became vulnerable to
2 being blacklisted. The dairy industry is a relatively small industry in the Central Valley. In my
3 experience, word about who is involved in litigation gets around even if not publicized. The
4 enhancement award of \$6,000 is a relatively small compensation for taking this risk and
5 committing his time. Even when added to his share of the class distribution, it would not bring
6 him to full recovery if there is full or even 50% participation.
7

8 18. The Settlement allocates no less than \$7,000.00 and no more than \$7,500.00 for
9 claims administration, which will be managed by Phoenix Claims Administrators. This is a
10 reasonable amount based on the size of the class, the fact that most class members are Spanish
11 speaking and will require translation or interpretation services, and the fact that two distributions
12 will be made to ensure the maximum recovery for claiming class members. A proposed notice to
13 the class, to be translated into Spanish, is attached as Exhibit 6.
14

15 19. The Settlement Agreement provides for attorney fees and costs to Plaintiff's
16 counsel in the amount of \$36,500.00. In the event that the Class Fund is not exhausted after
17 payment of the full amount of damages to all Class Members who file claims, Plaintiff's counsel
18 will be paid up to an additional \$17,500.00⁴ for attorney fees and costs before the residue is
19 distributed to claimants pro rata.
20

21 20. The amount provided in the Settlement Agreement for attorney fees and costs is
22 reasonable, not only because it is a modest portion of the common fund (8 to 12 percent), but also
23 because my calculation of the lodestar of work performed by CRLA Foundation and our actual
24 costs in litigating this action to date exceeds the maximum fees and costs allowable under the
25

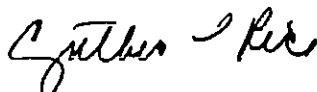
26 ⁴ The Settlement Agreement states that Plaintiff's counsel may receive an additional \$19,000.00
27 up to a total of \$54,000.00. However, the difference between the initial \$36,500.00 and maximum
28 \$54,000.00 is \$17,500.00.

BY FAX

1 settlement. CRLA Foundation's records show more than 100 hours of attorney time, amounting to
2 a lodestar amount of more than \$32,000.00, and \$13,855 in expenses (paid, most significantly, to
3 TelSwitch, the data analysis firm), which does not include un-invoiced work undertaken by
4 TelSwitch since the Settlement Agreement; or significant post-settlement attorney time for this
5 motion, the motion for final approval, and coordination with the claims administrator. Plaintiff's
6 counsel will seek approval for attorney fees and costs as part of the motion for final approval of
7 the settlement.
8

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct.

11 Executed on March 17, 2020 at Oakland, California.

12
13 By: 
14 CYNTHIA L. RICE
15 Attorneys for the Plaintiff
16
17
18
19
20
21
22
23
24
25
26
27
28

BY FAX

Exhibit “1”

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by OCTAVIO FLORES-AYON, on behalf of himself and other similarly situated employees ("Plaintiff" and "Plaintiff Class"), on the one hand, and VAN EXEL DAIRY, a partnership, CAROLYN VAN EXEL, an individual, and HENRY P. VAN EXEL, an individual, (collectively referred to as "VAN EXEL" or "Defendants") on the other hand. All parties to this Agreement are collectively referred to hereinafter as the "Parties." The effective date of this Agreement shall be the date on which it is executed by all Parties.

I. RECITALS

Plaintiff was formerly employed by Defendants as a non-exempt employee at the VAN EXEL DAIRY. Through this action, and settlement agreement and subject to court approval, Plaintiff seeks to represent the Plaintiff Class composed of "All individuals employed as non-exempt laborers (including milkers and individuals who worked outside the dairy barns with the cows, or, for example, doing maintenance and repair work, etc.) employed by Defendants during the four years preceding the filing of the Complaint through March 16, 2019 (or from July 17, 2013 through March 16, 2019 referred to hereafter as the "Class Time Period")." The Parties have identified one hundred and forty-four (144) members of the class who are identified in Exhibit 2 to this Agreement.

- A. Plaintiff alleges that VAN EXEL owes him and members of the Plaintiff Class wages, penalties, and other damages arising from their violation of the California Labor Code, including §§ 201, 202, 203, 221, 224, 218, 226, 226.7, 512, 558 1182.12, 1182.13, 1194, 1194.2, 1197, 1198, and Industrial Welfare Commission Wage Order No. 14 (8 Cal. Code Regulations § 11140), as well as for violations of California's Unfair Competition Law, Cal. Bus. and Prof. Code § 17200 *et seq.* Plaintiff's and the Plaintiff Class' claims include failure to compensate for all hours worked, failure to pay overtime wages, unlawful deductions for housing, failure to provide compliant meal and rest periods, failure to furnish accurate itemized wage statements, and failure to pay all wages due upon termination during the Class Time Period.
- B. Defendants deny any and all liability for the claims alleged by Plaintiff on behalf of himself and the Plaintiff Class.
- C. The Parties desire to avoid the time and expense of litigation and wish to resolve any and all issues between the Parties and Plaintiff Class arising from or relating to Plaintiff's and the Plaintiff Class' employment with VAN EXEL during the Class Time Period, including, but not limited to, claims for damages, interest, wages and penalties under the Labor Code.

II. AGREEMENT

NOW THEREFORE, to fully, finally, and completely settle all disputes between the Parties hereto, and in consideration for the following covenants, obligations and undertakings, the sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

- A. **Incorporation of Recitals.** The foregoing recitals are fully incorporated into the terms of this Agreement by this reference.
- B. **Consideration.** In consideration of the promises and covenants contained in this Agreement, VAN EXEL agrees to pay Plaintiff and the Plaintiff Class the total sum of Four Hundred and Fifty Thousand Dollars (\$450,000.00) ("Settlement Amount"), paid as set forth in the following paragraph. All payments shall be made by a company business check payable to the Claims Administrator identified by the parties and approved by the court. All payments are due within fifteen (15) days of the court's final approval of this Agreement. In the event that VAN EXEL fails to make payment on or before that date, interest shall accrue at the annualized rate of ten percent (10%) on the unpaid amount until fully paid. Confirmation of the payment shall be provided to Plaintiff's attorney Cynthia Rice, California Rural Legal Assistance Foundation, 2210 K Street, Suite 201, Sacramento, CA 95816 at the time the funds are transferred to the claims administrator.
- C. **Payments to Plaintiff and Plaintiff Class.** The Settlement Amount (\$450,000.00), upon approval by the court, shall be allocated among the Plaintiff and Plaintiff Class as provided in the Class Distribution Plan attached hereto as Exhibit 1. Defendants shall not be responsible for any federal and state taxes, social security payments or any other payments related to the payment of wages to Plaintiff or the Plaintiff Class and all such amounts due shall be paid from the Class Fund.
 - 1. **Class Fund** – As reflected in the Distribution Plan, the sum of \$ \$400,000.00 shall be payable to members of the Plaintiff Class, including Plaintiff OCTAVIO FLORES-AYON, according to the payout amounts provided in the Distribution Plan.
 - 2. Except as provided in paragraph C.4., D and E the full amount of the Class Fund shall be paid to Plaintiff and the Plaintiff Class members that file a claim, pro rata, based on the payment amounts due provided in the Distribution Plan.
 - 3. **Participation Enhancement** – In addition to his claim amount under the Distribution Plan, Plaintiff shall be paid the amount of six thousand dollars (\$6,000.00), in recognition of the time, expense and personal and professional risks he suffered as a result of his participation in this action.

4. **Employer Contributions** – To the extent that employer contributions are due as the result of payment of wages to Plaintiff or any Plaintiff Class member, those amounts shall be paid out of the Class Fund.

D. **Claims Administration Fee.** The sum of no less than \$7,000.00 and no more than \$7,500.00 shall be payable to the Claims Administrator.

E. **Attorneys' Fees and Costs.** The sum of no less than \$36,500.00 and no more than \$54,000.00 shall be paid to Plaintiff's Counsel for costs and fees associated with the litigation of the action. As provided in the Distribution Plan, Plaintiff's Counsel will be guaranteed payment of no less than \$36,500.00, but may claim an additional amount of up to \$19,000.00 in the event that the Class Fund is not exhausted as a result of full payment of all amounts due to the Plaintiff and claiming Plaintiff Class members as provided in the Distribution Plan.

F. **Injunctive Relief.** Pursuant to Bus. & Prof. Code § 17200, *et seq.*, Plaintiff and the Plaintiff Class assert that they are entitled to injunctive relief to address the alleged unlawful practices. In settlement of those claims, and as a material and essential element of this Agreement, Defendants, and each of them agree to establish and comply with the following practices at each and every dairy or other location at which any Defendant conducts business associated with the production of milk products.

1. **Timekeeping:** Defendants shall establish a timekeeping policy that records the exact time the employee begins his/her work shift; the time the first rest period of the day is taken; the time when the employee begins and ends each meal period; the time when the employee begins his/her second rest period of the day and each successive rest period as applicable; and the exact time the employee ends his/her work shift.
2. **Meal Periods:** A meal period of not less than thirty (30) minutes shall be provided to every employee who works a work period of six (6) or more hours. The meal period shall commence no later than the beginning of the fifth hour of work. If a work period of not more than six (6) hours will complete the day's work, the meal period may be waived at the request of the employee, and Defendant shall maintain a written record of each such request.
3. **Rest Periods:** A rest period of ten (10) minutes net rest time per four (4) hours or major fraction thereof shall be provided to each employee, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours.
4. **Relief During Meal and Rest Periods:** Work shall cease during the prescribed times for meal and rest periods unless, to the extent necessary,

relief employees substitute for other employees to ensure that their meal and rest periods are fully relieved.

5. **Pay Practices:** Non-exempt salaried employees shall be paid an hourly rate, or to the extent that they are paid on a salary basis, that salary shall be considered payment for sixty (60) hours of regular time during each work week within the pay period. Non-exempt employees paid on a salary basis shall be provided with notice of their "regular hourly rate" of pay which shall be calculated by multiplying the monthly salary amount by 12, dividing that amount by 52 and then dividing that amount by 60. For example: The regular hourly rate for an non-exempt employee being paid a monthly salary amount of \$3,600.00 would be determined as follows:

$$\$3,600 \times 12 = 43,200 / 52 = \$830.77 / 60 = \$13.85 \text{ per hour.}$$

6. **Overtime and Double Time Pay:** Non-exempt salaried employees who work in excess of ten (10) hours per day or sixty (60) hours per workweek, or on a seventh consecutive day in the work week (including non-exempt employees paid on a salary basis) shall be paid for all such hours at one and one-half (1 ½) times their regular hourly rate (this amount is in addition to the base salary amount for any non-exempt employee paid on a salary basis). In the event that work on the seventh consecutive day exceeds eight (8) hours, those hours shall be paid at double the regular hourly rate.
7. **Housing Charges:** Employees shall not be charged for rent of housing provided by Defendants, and/or have rent for housing provided by Defendants deducted from their wages except under the following conditions:
- i. A written rental agreement, signed by the employee and an authorized agent of Defendants, is entered into between the employee and Defendants providing the monthly rental amount and containing an express written authorization by the employee to have a specific amount deducted from his/her paycheck to pay that rental amount.
 - ii. The housing provided shall meet all applicable standards of habitability and, to the extent that the Defendants provide housing to five (5) or more employees, comply with the terms of the California Employee Housing Act.
 - iii. Employees shall have the right to quiet enjoyment of the housing premises provided by Defendants.
8. **Wage Statements:** Employees shall be provided with a written wage statement with each periodic payment of wages that includes (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions,

including but not limited to deductions for housing, (4) net wages earned, (5) the inclusive dates of the period for which the employee is paid, (6) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (7) the name and address of the legal entity that is the employer and, (8) all applicable hourly rates in effect during the pay period, including but not limited to the regular hourly rate of non-exempt employees paid on a salary basis, and the corresponding number of hours worked at each hourly rate by the employee; and any other information required by state or federal law.

- G. No Intimidation, Retaliation or Blacklisting.** VAN EXEL agrees that VAN EXEL, and each of its owners, employees, agents, representatives, successors, predecessors, related entities and assigns shall in no way interfere with the prospective employment opportunities or otherwise retaliate or discriminate against Plaintiff or any Plaintiff Class member who files a claim. VAN EXEL agrees not to discourage Plaintiff Class members from filing claims under the terms of the Agreement. VAN EXEL further agrees that if any person or entity seeks information regarding the employment or character of Plaintiff, VAN EXEL shall confirm the term of employment and, if requested, the final rate of pay, but shall provide no further information unless required to do so by law, or otherwise authorized in writing by the Plaintiff.
- H. Class Settlement Approval.** This Agreement is entered into with the understanding that as a class action any settlement must be approved by and is conditioned upon approval by the court and is subject to notice and opt out provisions applicable to the putative class. The Parties agree that after execution of the Agreement they will file a joint motion for preliminary class certification and preliminary approval of the Agreement, which will include notice to the putative class, including notice of the right to opt out from the class and proposed settlement. The joint motion will include a date for final approval of the Agreement.
- I. Good Faith Dispute.** Plaintiff acknowledges and agrees that Defendants deny all liability for the damages claimed by Plaintiff. Plaintiff further acknowledges and agrees that this Agreement is a compromise of a good faith dispute between Plaintiff and Defendants regarding Plaintiff's and the Plaintiff Class' claimed damages, and that upon receipt of the Settlement Payment, Plaintiff will have received from Defendants all past and current earned wages, penalties and other damages through the Effective Date of this Agreement.
- J. General Mutual Release.**
- i. In consideration of the covenants and promises set forth in this Agreement, Plaintiff forever releases and discharges Defendants, and each of their respective owners, officers, directors, shareholders, partners, employees, agents, representatives, successors, predecessors, related

entities and assigns (collectively the "Released Parties"), and each of them, and Defendants forever release Plaintiff and each of his successor, heirs or assigns, from any and all liability arising from the employment relationship, including actions for violation of employment rights, including claims, liabilities, obligations, damages, injuries, losses, wages, penalties, bonuses, employment benefits, attorneys' fees and costs, whether in law or equity, including, any rights or claims under local, state or federal employment laws arising out of the Parties' employment relationship as of the date of their signature on this Agreement, to the extent authorized by law. This includes, without limitation, matters related to VAN EXEL's payment of wages to Plaintiff; employment law claims related to Plaintiff's working conditions; and all claims under the California Labor Code, including but not limited to, those set forth in sections §§ 201, 202, 203, 221, 224, 218, 226, 226.7, 512, 558, 1182.12, 1182.13, 1194, 1194.2, 1197, 1198, and Industrial Welfare Commission Wage Order No. 14 (8 Cal. Code Regulations § 11140), as well as for violations of California's Unfair Competition Law, Cal. Bus. and Prof. Code § 17200, *et seq.*, and any other federal, state, or local insurance, human rights, civil rights, wage-hour, pension, or labor laws, rules and/or regulations, public policy, contract, based upon any conduct up to and including the Effective Date of this Agreement.

- ii. The Parties acknowledge and agree that this release does not release or otherwise affect claims governed by California workers' compensation laws. However, Plaintiff represents that at this time he has no pending claim for workers' compensation arising from his employment with Defendants, has no knowledge of injuries or illnesses for which he would be entitled to compensation under the workers' compensation laws, and has no intention of filing a workers' compensation claim at this time.

K. Waiver of Claims. In addition to the waivers set forth in Section II.J., Plaintiff understands and agrees that he:

1. Has had the provisions of this Agreement explained to him in Spanish, the language in which he is most fluent.
2. Is, through this Agreement, releasing all Released Parties from the claims described herein.
3. Has consulted with an attorney before executing this Agreement and has received independent legal advice with respect to the advisability of executing this Agreement and the ramifications of the meaning of waiving the aforementioned claims.
4. Has not assigned or subrogated any claim concerning any Released Party or authorized any other person or entity to assert such a claim or claims on Plaintiff's behalf.

5. Plaintiff is not aware of any liens and/or third-party claims of any type related in any way to the claims asserted by Plaintiff. Plaintiff shall be solely responsible for any such liens and/or claims that exist. Plaintiff agrees to defend, indemnify and hold harmless the relevant Released Party(ies) for any liability and costs, including any attorneys' fees, related to any such liens and/or claims that exist.

- L. **No Admission of Liability.** The Parties acknowledge and agree that this Agreement represents a settlement and compromise of a good faith dispute, and that by entering into this Agreement, no Party admits—and rather expressly denies—any liability, wrongdoing, or negligence. No provision of this Agreement, or of any related document, shall be construed as an admission or concession of liability, wrongdoing, or negligence.
- M. **Opportunity to Consult/Voluntary Agreement.** The Parties acknowledge and agree that each of them has had the right and full opportunity to consult with legal counsel or any other person of their choosing before signing this Agreement, and that the Parties have entered into this Agreement voluntarily and with knowledge that it shall become a binding and enforceable contract affecting their legal rights.
- N. **Attorneys' Fees.** If any Party initiates litigation to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all of its costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred in connection with such an action.
- O. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- P. **Severability of Provisions.** If any provision of this Agreement is determined to be invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement and all other provisions shall remain in full force and effect.
- Q. **Entire Agreement.** This Agreement constitutes the entire understanding between Plaintiff, Plaintiff Class and Defendants and supersedes any other oral or written understanding or agreement pertaining to the subject matter discussed herein. No person or Party is authorized to make any representations, warranties or promises except as set forth in writing in this Agreement. No statement, agreement, representation or promise by any person which is not contained in this Agreement shall be valid or binding. No modification of this Agreement shall be of any force or effect, unless in writing and executed by Defendants and Plaintiff.
- R. **Interpretation of the Agreement.** This Agreement and any documents or instruments delivered pursuant thereto shall not be construed in favor of, or against any of the Parties hereto by reason of the extent to which any Party and/or their counsel have participated in the drafting of this Agreement. Each and every provision of this Agreement and such other documents and instruments shall be

construed as though all Parties hereto participated equally in the drafting thereof. Any statute or rule of construction that a document is to be construed against the drafting Party shall not be employed in the interpretation of this Agreement.

- S. **Jurisdiction.** The Parties expressly consent to the jurisdiction of the San Joaquin County Superior Court, pursuant to Code Civ. Proc. § 664.6 for any and all matters pertaining to the interpretation and or enforcement of this Agreement.
- T. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the principals, agents, representatives, administrators, trustees, successors, and assigns of the Parties and shall inure to the benefit of all persons, firms, corporations, agents, or principals against whom the claims released herein might be asserted.
- U. **Captions.** The headings, titles, and captions contained in this Agreement are inserted only for the convenience of the Parties and are for reference only, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision thereof.
- V. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The signature of a Party to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all Parties shall constitute an original of this Agreement. Facsimile, electronic mail and/or scanned copies of signatures shall be deemed originals.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS AGREEMENT IS EXECUTED VOLUNTARILY AND WITHOUT DURESS OR UNDUE INFLUENCE ON THE PART OF, OR ON BEHALF OF ANY OTHER PARTY, PERSON, FIRM, OR ENTITY.

PLAINTIFF:

Dated: 10/25/19

Octavio Flores Ayon

OCTAVIO FLORES-AYON

Plaintiff

Approved as to form:


Dated: 10/25/19

Cynthia L. Rice

Cynthia L. Rice
California Rural Legal Assistance Foundation
Attorneys for the Plaintiff and Plaintiff Class

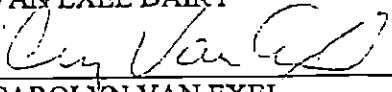
DEFENDANTS:

Dated: 10/15/19



VAN EXEL DAIRY

Dated: 10-15-19



CAROLYN VAN EXEL

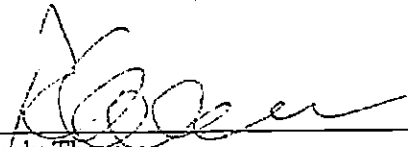
Dated: 10/15/19



HENRY P. VAN EXEL

Approved as to form:

Dated: 10-15-19



Randy Thomas
Law Offices of Randy Thomas
Attorneys for Defendants

BY FAX

BY FAX

Exhibit “2”

PROPOSED CLASS DISTRIBUTION PLAN
FLORES-AYON, et al, v. VAN EXEL DAIRY, et al.,
San Joaquin Superior Court Case No. STK-CV-UOE-2017-0007343

- A. **Payment and Deposit of the Settlement Fund.** As provided in the Settlement Agreement, Defendants shall transmit payment of the amount of \$450,000.00 (the "Settlement Fund") to the Claims Administrator within fifteen (15) days of approval of the Settlement Agreement by the Court. Upon receipt the Claims Administrator shall deposit that amount in an interest bearing account the sole purpose of which shall be for payments of funds as provided in this Distribution Plan.
- B. **Payments to Plaintiff and Plaintiff Class.** The amount of \$400,000.00 (the "Class Fund") shall be allocated as provided in this Class Distribution Plan or as otherwise approved by the Court. Defendants shall not be responsible for any federal and state taxes, social security payments or any other payments related to the payment of wages to Plaintiff or the Plaintiff Class and all such amounts due shall be paid from the Class Fund.
1. **Class Fund** – As reflected in the Distribution Plan, the sum of \$400,000.00 shall be payable to members of the Plaintiff Class, including Plaintiff OCTAVIO FLORES-AYON, according to the payout amounts provided in the Distribution Plan.
 2. **No Reversion** -- Except as provided in paragraph H. 7. the full amount of the Class Fund shall be paid to Plaintiff and the Plaintiff Class members that file a claim, pro rata, based on the payment amounts due provided in the Distribution Plan.
 3. **Employer Contributions** – To the extent that employer contributions are due as the result of payment of wages to Plaintiff or any Plaintiff Class member, those amounts shall be paid out of the Class Fund.
- C. **Participation Enhancement** – In addition to his claim amount under the Distribution Plan, Plaintiff shall be paid the amount of six thousand dollars (\$6,000.00), in recognition of the time, expense and personal and professional risks he suffered as a result of his participation in this action.
- D. **Claims Administration Fee.** The sum of no less than \$7,000.00 and no more than \$7,500.00 shall be payable to the Claims Administrator.
- E. **Attorneys' Fees and Costs.** The sum of no less than \$36,500.00 and no more than \$54,000.00 shall be paid to Plaintiff's Counsel for costs and fees associated with the litigation of the action. Plaintiff's Counsel shall be guaranteed payment of no less than \$36,500.00, but may claim an additional amount of up to \$17,500.00 in the event that the Class Fund is not exhausted as a result of full

BY FAX

payment of all amounts due to the Plaintiff and claiming Plaintiff Class members as provided in the Distribution Plan.

- F. Apportionment of Class Fund.** Plaintiff and Claiming Members of the Plaintiff Class will be assigned a maximum payout amount based on the calculation of underpaid wages, interest, penalties and liquidated damages arising from the various claims. These calculations are included for each identified Class Member in Attachment A. Plaintiff and Claiming Members of the class will receive a guaranteed payout of 25% of the maximum payout amount, which shall be reduced by the amount necessary to pay the employer's share of social security payroll contributions on the amount allocated as payment of underpaid wages due.
- G. Payments from the Settlement Fund for the Participation Enhancement, Attorneys Fees and Costs, and Claims Administration.** The Claims Administrator shall be authorized to and shall disburse the following funds from the Settlement Fund.
1. Within fifteen (15) days of establishment of the Settlement Fund the Claims Administrator shall issue payment to Plaintiff OCTAVIO FLORES-AYON in the amount of \$6,000.00 representing full payment of the Participation Enhancement allocated to him in the terms of the Settlement Agreement.
 2. Within fifteen (15) days of establishment of the Settlement Fund, the Claims Administrator shall issue payment to counsel for the Plaintiff and Plaintiff Class, California Rural Legal Assistance Foundation, Inc., in the amount of \$36,500.00 for attorneys fees and costs as provided in the Settlement Agreement. Counsel for Plaintiff and the Plaintiff Class shall be entitled to an additional payment for attorneys fees and costs, if funds are available as provided in paragraph of the Settlement Agreement and this Distribution Plan.
 3. At any time within the course of the Claims Administration the Claims Administrator may issue funds to itself in an amount of no less than \$7,000.00 and no more than \$7,500.00 to compensate the Claims Administrator for the cost of administering this Distribution Plan. The Claims Administrator shall give notice to Plaintiff's counsel no less than 10 work days prior to issuing a check for claims administration costs.
- H. Notice, Perfection and Payment of Claims from the Class Fund.** Within 30 days of the date of the approval of the Settlement Agreement the Claims Administrator shall mail a copy of the Notice attached hereto as Attachment B, in Spanish and English, to each member of the Plaintiff Class to the last known address provided by the Defendant, and to any additional addresses provided by the Plaintiff's counsel. The Notice shall include an estimate of the amount due to the Class Member based on the Maximum Payout Amount, adjusted to reflect the payment of the employer's social security payroll taxes.

BY FAX

1. **Claims Period.** As provided in the Notice Class Members shall have six months from the date of the mailing of the Notice to file a claim for payment from the Class Fund (the "Claim Period"). Claims shall be made by submitting the Claim Form attached hereto as Attachment B to the Claims Administrator, along with the identification verification documents, or information, as required on the claim form.
2. **Verification and Payment of Claims.** Upon receipt of a Claim Form, the Claims Administrator shall take reasonable steps to verify the identity of the claiming Class Member, but shall not require identity verification information in excess of that indicated on the Claim Form. In the event that the claiming Class Member is unable to provide any of the identity verification documents or information, the Claims Administrator will consult with counsel for Plaintiff who shall decide whether that Class Member's claim shall be verified.
3. In the event that a Class Member who is not included on in Attachment A is able to demonstrate to Plaintiff's counsel and the Claims Administrator that he or she is a member of the Class, with a bona fide claim, the total amount due each such individual shall be calculated and added to the total amount due (Column B of Attachment A) prior to the pro rata calculation.
4. Within 30 days after a Class Member's claim is verified, the Claims Administrator shall issue a payment for 25% of the Maximum Payout Amount allocated to underpaid wages due, reduced by the employer's share of the social security payroll taxes, and from which employee withholdings will also be deducted; plus an additional amount equal to 25% of the Maximum Payout Amount of the interest, penalties, liquidated damages and other compensation due, as reflected in Attachment A.
5. Late claims may be considered before final distribution of the Class Fund, and upon approval of Plaintiff's counsel the Claims Administrator shall pay any verified late claim so long as good cause is shown for the late filing and payment of the claim will not result in an apportionment of less than 25% of the the Maximum Payout Amount to Plaintiff and each of the Class Members who filed a timely verified claim.
6. Within 60 days after the expiration of the Claims Period the Claims Administrator shall have reviewed and verified or rejected all claims submitted. Each Class Member, including Plaintiff OCTAVIO FLORES-AYON, who files a verified claim shall receive a pro rata share of the remainder of the Class Fund, based, and up to the maximum amount of the total amount due that Class Member as reflected in Column B of Attachment A of this Distribution Plan. Except as provided in paragraph H.7., the entire remainder of the Class Fund will be distributed to the Class Members.

7. In the event that payments under paragraphs G.1-3 and H.1-6 do not exhaust the Settlement Fund. The remainder shall be distributed as follows:
 - i. Plaintiffs' counsel shall receive up to the amount of \$17,500.00 as additional attorneys fees and costs. If that does not exhaust the Settlement Fund, then;
 - ii. The Claims Administrator shall, disburse any remainder to the Plaintiff and each Class Member as an additional pro rata payment, based on Column B of Attachment A of the Distribution Plan, characterized as accrued interest and.
8. Within 60 days after final distribution the Claims Administrator shall provide a report to Class Counsel summarizing claims made, claims rejected, claims verified and amounts paid from the Settlement Fund. Counsel for the Class may request and receive information about claims made and payments made at any time during the distribution process.

BY FAX

BY FAX

Exhibit “3”

BY FAX

Flores-Ayon v. Van Exel Dairy et al

Damages Calculation

Exhibit 3
Meal and Rest

	A	B	C	D	E	F	G
	Meal		Meal		Rest	Rest	
1	Name	(principal)	(interest)	Meal Total	(principal)	(interest)	Rest Total
2	Adan, Isaac	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Adan-Munos, Isaac	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Aguilar Bucio, Benjamin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Aguilar, Christian	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Alania, Percy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Alvarado Rodriguez, Ricardo	\$ 70.00	\$ 28.11	\$ 98.11	\$ -	\$ -	\$ -
8	Amezlua, Martin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Arriaga, Marco Antonio Martinez	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Arshad, Muhammad	\$ 462.00	\$ 104.13	\$ 566.13	\$ -	\$ -	\$ -
11	Asif, Muhammad	\$ 2,344.00	\$ 888.20	\$ 3,232.20	\$ -	\$ -	\$ -
12	Beckett, Joel E	\$ 416.00	\$ 256.37	\$ 672.37	\$ -	\$ -	\$ -
13	Betancourt, Gabriel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Bravo, Jorge	\$ 509.94	\$ 114.62	\$ 624.56	\$ 616.67	\$ 138.54	\$ 755.21
15	Breuninger, Ezekial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Cabral, Sergio M	\$ 520.00	\$ 203.58	\$ 723.58	\$ -	\$ -	\$ -
17	Calderon, Jesus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Cano, Jesferson B	\$ 120.00	\$ 46.23	\$ 166.23	\$ -	\$ -	\$ -
19	Carbajal Trejo, Mario	\$ 165.00	\$ 65.01	\$ 230.01	\$ -	\$ -	\$ -
20	Carmona, Saul	\$ 388.50	\$ 87.01	\$ 475.51	\$ -	\$ -	\$ -
21	Carpio, Guillermo	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Carrillo, Horacio M	\$ 959.23	\$ 280.94	\$ 1,240.18	\$ -	\$ -	\$ -
23	Carrillo-Flores, Roberto C	\$ 684.00	\$ 410.40	\$ 1,094.40	\$ -	\$ -	\$ -
24	Castaneda, Jose G.	\$ 5,361.00	\$ 2,367.34	\$ 7,728.34	\$ -	\$ -	\$ -
25	Chavez Cardenas, Francisco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Chavez, Jesus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Chavez, Rafael	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Correia, Francisco M	\$ 616.67	\$ 138.67	\$ 755.34	\$ -	\$ -	\$ -
29	Correia, Paula	\$ 440.00	\$ 99.79	\$ 539.79	\$ -	\$ -	\$ -
30	Cortez, Enrique	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Cortez, Gregorio	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	Coyazo, Mario	\$ 3,229.00	\$ 1,426.23	\$ 4,655.23	\$ -	\$ -	\$ -

BY FAX

Flores-Ayon v. Van Exel Dairy et al
Damages Calculation

Exhibit 3
Meal and Rest

	A	B	C	D	E	F	G
33	Creighton, Aaron J	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34	Cruz Gracia, Alejandro A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Cruz, Mariano	\$ 663.00	\$ 291.08	\$ 954.08	\$ -	\$ -	\$ -
36	De Menezes Leal, Francisco F	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37	Diaz, Eusebio	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	Diaz, Octavio M.	\$ 1,515.97	\$ 691.19	\$ 2,207.16	\$ 4,807.70	\$ 2,161.00	\$ 6,968.70
39	Escalera, Alvaro Antonio	\$ 154.00	\$ 63.80	\$ 217.80	\$ -	\$ -	\$ -
40	Flores Alcala, Rafael	\$ 700.00	\$ 308.71	\$ 1,008.71	\$ -	\$ -	\$ -
41	Flores-Ayon, Octavio	\$ 6,427.52	\$ 3,207.62	\$ 9,635.15	\$ 6,448.44	\$ 3,217.34	\$ 9,665.78
42	Fortuna, Jose A.	\$ 5,301.72	\$ 2,424.05	\$ 7,725.77	\$ -	\$ -	\$ -
43	Garcia Diaz, Pedro	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44	Garcia, Vitor D	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45	Ghani, Usman	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
46	Goano Mejia, Martin	\$ 1,173.70	\$ 365.78	\$ 1,539.49	\$ 1,173.70	\$ 365.78	\$ 1,539.49
47	Gomez, Inocencio	\$ 5,603.00	\$ 2,556.60	\$ 8,159.60	\$ -	\$ -	\$ -
48	Gomez-Mendoza, Alexander	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
49	Gonzalez, Antonio	\$ 165.00	\$ 69.07	\$ 234.07	\$ 165.00	\$ 69.07	\$ 234.07
50	Gonzalez, Cristian	\$ 268.77	\$ 154.21	\$ 422.98	\$ 268.77	\$ 154.21	\$ 422.98
51	Gonzalez, Francisco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
52	Gusman Padilla, Salvador	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
53	Gutierrez Aguilar, Isain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	Gutierrez Franco, Martin	\$ 583.17	\$ 131.16	\$ 714.32	\$ -	\$ -	\$ -
55	Guzman, Alfredo	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
56	Gwin, Kane W	\$ 1,639.15	\$ 693.92	\$ 2,333.07	\$ -	\$ -	\$ -
57	Hermosillo Munoz, Jose	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
58	Hernandez Alvarez, Joel	\$ 557.37	\$ 125.11	\$ 682.49	\$ -	\$ -	\$ -
59	Hernandez, Emilio	\$ 170.00	\$ 76.62	\$ 246.62	\$ 320.00	\$ 144.76	\$ 464.76
60	Hernandez, Jaime	\$ 671.00	\$ 195.25	\$ 866.25	\$ -	\$ -	\$ -
61	Hernandez, Miguel Alfonso	\$ 429.00	\$ 97.33	\$ 526.33	\$ -	\$ -	\$ -
62	Hernandez, Victor	\$ 561.00	\$ 334.33	\$ 895.33	\$ -	\$ -	\$ -
63	Ikesaki, Alex K	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64	Iniguez, Jose R	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
65	Iniquez, Alonso	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	A	B	C	D	E	F	G
66	Leal, Francisco	\$ 820.50	\$ 257.22	\$ 1,077.72	\$ 820.50	\$ 257.22	\$ 1,077.72
67	Leonardo, John M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
68	Lomeli-Garcia, Carlos	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
69	Lomeli-Jimenez, Martin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
70	Lopez, Arturo	\$ 440.00	\$ 99.81	\$ 539.81	\$ -	\$ -	\$ -
71	Lopez, Carlos	\$ 3,536.00	\$ 1,497.11	\$ 5,033.11	\$ -	\$ -	\$ -
72	Lopez, Jose	\$ 733.00	\$ 308.99	\$ 1,041.99	\$ -	\$ -	\$ -
73	Lopez, Marciano	\$ 705.50	\$ 425.15	\$ 1,130.65	\$ -	\$ -	\$ -
74	Lopez, Rigoberto P	\$ 3,449.00	\$ 1,533.73	\$ 4,982.73	\$ 3,460.00	\$ 1,538.00	\$ 4,998.00
75	Lopez-Ramirez, Oscar	\$ 1,395.92	\$ 663.58	\$ 2,059.50	\$ -	\$ -	\$ -
76	Luna Hernandez, Cesar	\$ 810.00	\$ 247.17	\$ 1,057.17	\$ -	\$ -	\$ -
77	Maciel, Christina R	\$ 189.00	\$ 42.89	\$ 231.89	\$ -	\$ -	\$ -
78	Maciel, Marco	\$ 3,433.50	\$ 1,391.54	\$ 4,825.04	\$ -	\$ -	\$ -
79	Martinez, Antonio	\$ 5,094.66	\$ 2,343.33	\$ 7,437.99	\$ -	\$ -	\$ -
80	Martinez, Eduardo R.	\$ 2,868.76	\$ 1,512.17	\$ 4,380.93	\$ -	\$ -	\$ -
81	Martins, Paulo R	\$ 702.00	\$ 212.34	\$ 914.34	\$ -	\$ -	\$ -
82	Medrano-Salazar, Jorge R	\$ 3,675.00	\$ 1,713.25	\$ 5,388.25	\$ -	\$ -	\$ -
83	Mehmood, Tahir	\$ 60.00	\$ 27.07	\$ 87.07	\$ -	\$ -	\$ -
84	Mendoza, Epifanio	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
85	Montlono Q, Antonio	\$ 665.08	\$ 313.68	\$ 978.75	\$ 665.08	\$ 313.68	\$ 978.75
86	Montoya, Juan M.	\$ 4,332.53	\$ 2,106.06	\$ 6,438.59	\$ 4,332.53	\$ 2,106.06	\$ 6,438.59
87	Montoya, Manuel D	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
88	Mora, Marco A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89	Morato, Walter	\$ 306.00	\$ 189.19	\$ 495.19	\$ -	\$ -	\$ -
90	Mozqueda Dela Torre, Emanuel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91	Mushtaq, Muhammad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	Nasir, Muhammad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
93	Navarro-Gonzalez, Jose	\$ 312.00	\$ 182.08	\$ 494.08	\$ -	\$ -	\$ -
94	Niebla Ruiz, Mario	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95	Nunez, Francisco J	\$ 1,130.50	\$ 682.78	\$ 1,813.28	\$ -	\$ -	\$ -
96	Ochoa, Ramiro	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	Ochoa-Collazo, Juan M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	Ochoa-Oregel, Juan M	\$ 882.00	\$ 535.27	\$ 1,417.27	\$ -	\$ -	\$ -

	A	B	C	D	E	F	G
99	Olmos, Cirilo P	\$ 2,974.00	\$ 1,264.92	\$ 4,238.92	\$ -	\$ -	\$ -
100	Orozco-Jose, Juan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101	Ortega Leon, Jesus Manuel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
102	Osorio, Julio R	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
103	Paniagua, David	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
104	Panuco Martinez, Marco Antonio	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105	Panuco Martinez, Rigoberto	\$ 510.00	\$ 199.70	\$ 709.70	\$ -	\$ -	\$ -
106	Parker, Randy D	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
107	Perez, Gaudalupe J	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
108	Perez, Jose L	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
109	Perez, Marco A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
110	Pulido, Armando	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111	Pulido, Rogelio R.	\$ 6,097.00	\$ 2,800.30	\$ 8,897.30	\$ -	\$ -	\$ -
112	Qasim, Ali	\$ 4,161.50	\$ 1,956.66	\$ 6,118.16	\$ -	\$ -	\$ -
113	Quintana, Jesus M	\$ 297.00	\$ 115.20	\$ 412.20	\$ -	\$ -	\$ -
114	Quiroz, Jose	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
115	Rangel, Jesus	\$ 4,421.18	\$ 2,078.16	\$ 6,499.34	\$ -	\$ -	\$ -
116	Rasoilo, Joao C	\$ 703.27	\$ 214.61	\$ 917.87	\$ 703.27	\$ 214.61	\$ 917.87
117	Rego, Eduardo L.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
118	Reyes, Raul Carmona	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
119	Rincon, Oscar	\$ 4,082.16	\$ 1,858.85	\$ 5,941.01	\$ -	\$ -	\$ -
120	Rincon, Oscar J	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
121	Robles, Gerardo	\$ 88.00	\$ 50.77	\$ 138.77	\$ -	\$ -	\$ -
122	Rodriguez, Santiago	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123	Roman Gonzalez, Gerardo	\$ 263.92	\$ 120.93	\$ 384.85	\$ 263.92	\$ 120.93	\$ 384.85
124	Rosales, Arturo V	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
125	Ruiz Rodriguez, Antonio	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
126	Ruiz, Vicente	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
127	Salas, Francisco	\$ 5,710.60	\$ 2,836.02	\$ 8,546.62	\$ 5,710.60	\$ 2,836.02	\$ 8,546.62
128	Sanchez-Sanche, Felipe De J	\$ 1,690.95	\$ 639.32	\$ 2,330.27	\$ 1,690.95	\$ 639.32	\$ 2,330.27
129	Shakoor, Abdul	\$ 297.00	\$ 66.98	\$ 363.98	\$ -	\$ -	\$ -
130	Simoos, Fernando	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
131	Solis, Aldo	\$ 1,813.00	\$ 766.64	\$ 2,579.64	\$ -	\$ -	\$ -

	A	B	C	D	E	F	G
132	Soto, Ignacio A	\$ 639.50	\$ 182.04	\$ 821.54	\$ -	\$ -	\$ -
133	Sousa, Roque P	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
134	Tavera, Marco A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
135	Tavera, Marcos	\$ 1,463.00	\$ 526.16	\$ 1,989.16	\$ -	\$ -	\$ -
136	Torres Quintero, Hector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
137	Torres, Luis R	\$ 429.00	\$ 97.27	\$ 526.27	\$ -	\$ -	\$ -
138	Torres, Orlando	\$ 626.61	\$ 261.50	\$ 888.11	\$ 626.61	\$ 261.50	\$ 888.11
139	Torres, Porfirio	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
140	Uribe, Abel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141	Uribe, Roberto C.	\$ 1,064.00	\$ 640.77	\$ 1,704.77	\$ -	\$ -	\$ -
142	Valadez-Virgin, Gustavo	\$ 93.50	\$ 52.75	\$ 146.25	\$ -	\$ -	\$ -
143	Valtierra, Daniel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
144	Vasquez, Ausbaldo	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145	Vazquez, Aureliano O	\$ 90.00	\$ 38.82	\$ 128.82	\$ -	\$ -	\$ -
146	Velasco, Saul	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
147	Velasquez M, Jose	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
148	Villela, Jose	\$ 4,969.50	\$ 2,220.58	\$ 7,190.07	\$ -	\$ -	\$ -
149	Wadood, Faisal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
150	Zamudio, Francisco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
151	Zimmers, William S	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
152	Total	\$ 120,894.35	\$ 53,575.80	\$ 174,470.15	\$ 32,073.74	\$ 14,538.04	\$ 46,611.78

BY FAX

Exhibit “4”

BY FAX

Flores-Ayon v. Van Exel Dainy et al

Damages Calculation

Exhibit 4

Overtime and Housing

A		H	I	J	K	L	M	N
		Overtime (principal)	Overtime (interest)	Overtime Total	Liquidated Damages	Housing (principal)	Housing (interest)	Housing Total
1	Name							
2	Adan, Isaac	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
3	Adan-Munos, Isaac	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
4	Aguilar Bucio, Benjamin	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
5	Aguilar, Christian	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
6	Alania, Percy	\$ 395.47	\$ 126.01	\$ 521.48	\$ 222.32	-	\$ -	\$ -
7	Alvarado Rodriguez, Ricardo	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
8	Amezlua, Martin	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
9	Arriaga, Marco Antonio Martinez	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
10	Arshad, Muhammad	\$ -	\$ -	\$ -	\$ 33.00	-	\$ -	\$ -
11	Asif, Muhammad	\$ 656.62	\$ 153.61	\$ 810.23	\$ 444.20	-	\$ -	\$ -
12	Beckett, Joel E	\$ 3.00	\$ 1.84	\$ 4.84	\$ 490.60	750.00	\$ 447.64	\$ 1,197.64
13	Betancourt, Gabriel	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
14	Bravo, Jorge	\$ 4,775.28	\$ 989.71	\$ 5,764.99	\$ 2,832.49	-	\$ -	\$ -
15	Breuninger, Ezekial	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
16	Cabral, Sergio M	\$ 1,202.60	\$ 467.88	\$ 1,670.47	\$ 721.56	-	\$ -	\$ -
17	Calderon, Jesus	\$ 363.33	\$ 112.62	\$ 475.94	\$ 222.32	-	\$ -	\$ -
18	Cano, Jeferson B	\$ 0.20	\$ 0.08	\$ 0.28	\$ 0.12	-	\$ -	\$ -
19	Carbajal Trejo, Mario	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
20	Carmona, Saul	\$ 2,803.50	\$ 650.43	\$ 3,453.93	\$ 1,824.24	-	\$ -	\$ -
21	Carpio, Guillermo	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
22	Carrillo, Horacio M	\$ 19,157.02	\$ 3,943.51	\$ 23,100.53	\$ 11,431.74	-	\$ -	\$ -
23	Carrillo-Flores, Roberto C	\$ 430.64	\$ 258.24	\$ 688.88	\$ 241.76	-	\$ -	\$ -
24	Castaneda, Jose G.	\$ 1,168.83	\$ 352.02	\$ 1,520.85	\$ 579.13	-	\$ -	\$ -
25	Chavez Cardenas, Francisco	\$ 1,219.89	\$ 426.44	\$ 1,646.34	\$ 757.53	-	\$ -	\$ -
26	Chavez, Jesus	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
27	Chavez, Rafael	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
28	Correia, Francisco M	\$ 5,929.20	\$ 768.73	\$ 6,697.93	\$ 3,522.58	-	\$ -	\$ -
29	Correia, Paula	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
30	Cortez, Enrique	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
31	Cortez, Gregorio	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
32	Coyazo, Mario	\$ 670.93	\$ 183.96	\$ 854.89	\$ 709.26	-	\$ -	\$ -

	A	H	I	J	K	L	M	N
33	Creighton, Aaron J	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
34	Cruz Gracia, Alejandro A	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
35	Cruz, Mariano	\$ 7.50	\$ 3.34	\$ 10.84	\$ 4.50	-	\$ -	\$ -
36	De Menezes Leal, Francisco F	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
37	Diaz, Eusebio	\$ 1,631.91	\$ 877.20	\$ 2,509.11	\$ 888.00	-	\$ -	\$ -
38	Diaz, Octavio M.	\$ 11,993.16	\$ 3,345.76	\$ 15,338.92	\$ 6,993.80	15,300.00	\$ 7,125.68	\$ 22,425.68
39	Escalera, Alvaro Antonio	\$ 0.05	\$ 0.02	\$ 0.08	\$ 0.03	-	\$ -	\$ -
40	Flores Alcala, Rafael	\$ 150.50	\$ 67.74	\$ 218.24	\$ 445.30	-	\$ -	\$ -
41	Flores-Ayon, Octavio	\$ 7,176.31	\$ 3,105.96	\$ 10,282.27	\$ 4,143.21	14,850.00	\$ 6,882.65	\$ 21,732.65
42	Fortuna, Jose A.	\$ 2,266.47	\$ 874.37	\$ 3,140.84	\$ 1,201.56	-	\$ -	\$ -
43	Garcia Diaz, Pedro	\$ 364.38	\$ 122.19	\$ 486.56	\$ 242.92	-	\$ -	\$ -
44	Garcia, Vitor D	\$ 190.21	\$ 34.01	\$ 224.21	\$ 121.04	-	\$ -	\$ -
45	Ghani, Usman	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
46	Goano Mejia, Martin	\$ 3,682.08	\$ 990.24	\$ 4,672.31	\$ 2,132.00	-	\$ -	\$ -
47	Gomez, Inocencio	\$ 748.01	\$ 309.94	\$ 1,057.95	\$ 1,026.56	-	\$ -	\$ -
48	Gomez-Mendoza, Alexander	\$ 645.31	\$ 217.73	\$ 863.04	\$ 359.88	225.00	\$ 73.37	\$ 298.37
49	Gonzalez, Antonio	\$ 18.70	\$ 7.79	\$ 26.49	\$ 10.20	-	\$ -	\$ -
50	Gonzalez, Cristian	\$ 753.78	\$ 424.10	\$ 1,177.88	\$ 399.77	675.00	\$ 368.91	\$ 1,043.91
51	Gonzalez, Francisco	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
52	Gusman Padilla, Salvador	\$ 4,969.38	\$ 1,493.70	\$ 6,463.08	\$ 3,018.94	-	\$ -	\$ -
53	Gutierrez Aguilar, Isain	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
54	Gutierriz Franco, Martin	\$ 690.22	\$ 210.06	\$ 900.28	\$ 392.64	-	\$ -	\$ -
55	Guzman, Alfredo	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
56	Gwin, Kane W	\$ 1,463.05	\$ 519.03	\$ 1,982.08	\$ 855.14	-	\$ -	\$ -
57	Hermosillo Munoz, Jose	\$ 368.47	\$ 120.53	\$ 489.00	\$ 214.08	-	\$ -	\$ -
58	Hernandez Alvarez, Joel	\$ 8,498.27	\$ 2,215.64	\$ 10,713.92	\$ 4,931.73	-	\$ -	\$ -
59	Hernandez, Emilio	\$ 15.00	\$ 6.75	\$ 21.75	\$ 9.00	-	\$ -	\$ -
60	Hernandez, Jaime	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
61	Hernandez, Miguel Alfonso	\$ 334.13	\$ 75.71	\$ 409.83	\$ 212.63	-	\$ -	\$ -
62	Hernandez, Victor	\$ -	\$ -	\$ -	\$ 321.73	-	\$ -	\$ -
63	Ikesaki, Alex K	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
64	Iniguez, Jose R	\$ 1,348.44	\$ 191.66	\$ 1,540.10	\$ 824.22	-	\$ -	\$ -
65	Iniquez, Alonso	\$ 388.59	\$ 62.33	\$ 450.92	\$ 237.52	-	\$ -	\$ -

BY FAX

Flores-Ayon v. Van Exel Dairy et al

Damages Calculation

Exhibit 4

Overtime and Housing

	A	H	I	J	K	L	M	N
66	Leal, Francisco	\$ 9,858.42	\$ 2,357.18	\$ 12,215.60	\$ 6,572.28	-	\$ -	\$ -
67	Leonardo, John M	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
68	Lomeli-Garcia, Carlos	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
69	Lomeli-Jimenez, Martin	\$ 16,232.92	\$ 3,324.14	\$ 19,557.06	\$ 10,031.17	-	\$ -	\$ -
70	Lopez, Arturo	\$ 757.21	\$ 261.77	\$ 1,018.98	\$ 429.86	-	\$ -	\$ -
71	Lopez, Carlos	\$ 289.35	\$ 128.52	\$ 417.87	\$ 362.10	-	\$ -	\$ -
72	Lopez, Jose	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
73	Lopez, Marciano	\$ 506.39	\$ 307.70	\$ 814.09	\$ 402.10	-	\$ -	\$ -
74	Lopez, Rigoberto P	\$ -	\$ -	\$ -	\$ 102.50	-	\$ -	\$ -
75	Lopez-Ramirez, Oscar	\$ 1,958.22	\$ 1,025.09	\$ 2,983.31	\$ 1,103.97	-	\$ -	\$ -
76	Luna Hernandez, Cesar	\$ 1,202.95	\$ 466.22	\$ 1,669.17	\$ 721.77	-	\$ -	\$ -
77	Maciel, Christina R	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
78	Maciel, Marco	\$ 648.39	\$ 236.70	\$ 885.09	\$ 1,030.26	-	\$ -	\$ -
79	Martinez, Antonio	\$ 48,938.88	\$ 15,124.31	\$ 64,063.18	\$ 21,887.27	8,250.00	\$ 3,911.28	\$ 12,161.28
80	Martinez, Eduardo R.	\$ 8,974.51	\$ 4,636.81	\$ 13,611.32	\$ 5,383.20	-	\$ -	\$ -
81	Martins, Paulo R	\$ 569.45	\$ 145.86	\$ 715.31	\$ 379.64	-	\$ -	\$ -
82	Medrano-Salazar, Jorge R	\$ 507.25	\$ 291.81	\$ 799.06	\$ 299.00	-	\$ -	\$ -
83	Mehmood, Tahir	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
84	Mendoza, Epifanio	\$ 1,072.29	\$ 343.70	\$ 1,415.99	\$ 602.80	-	\$ -	\$ -
85	Montlongo Q, Antonio	\$ 1,618.31	\$ 809.01	\$ 2,427.32	\$ 963.58	-	\$ -	\$ -
86	Montoya, Juan M.	\$ 4,103.47	\$ 2,005.01	\$ 6,108.48	\$ 2,301.41	14,850.00	\$ 7,035.19	\$ 21,885.19
87	Montoya, Manuel D	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
88	Mora, Marco A	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
89	Morato, Walter	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
90	Mozqueda Dela Torre, Emanuel	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
91	Mushtaq, Muhammad	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
92	Nasir, Muhammad	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
93	Navarro-Gonzalez, Jose	\$ 182.84	\$ 106.47	\$ 289.31	\$ 121.89	-	\$ -	\$ -
94	Niebla Ruiz, Mario	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
95	Nunez, Francisco J	\$ 252.02	\$ 155.28	\$ 407.31	\$ 158.13	-	\$ -	\$ -
96	Ochoa, Ramiro	\$ 1,875.62	\$ 564.17	\$ 2,439.79	\$ 979.85	-	\$ -	\$ -
97	Ochoa-Collazo, Juan M	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
98	Ochoa-Oregel, Juan M	\$ 27.00	\$ 16.45	\$ 43.45	\$ 16.00	-	\$ -	\$ -

	A	H	I	J	K	L	M	N
99	Olmos, Cirilo P	\$ 313.52	\$ 123.30	\$ 436.82	\$ 197.26	-	\$ -	\$ -
100	Orozco-Jose, Juan	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
101	Ortega Leon, Jesus Manuel	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
102	Osorio, Julio R	\$ 443.87	\$ 152.25	\$ 596.12	\$ 263.49	-	\$ -	\$ -
103	Paniagua, David	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
104	Panuco Martinez, Marco Antonio	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
105	Panuco Martinez, Rigoberto	\$ 202.40	\$ 79.81	\$ 282.21	\$ 121.44	-	\$ -	\$ -
106	Parker, Randy D	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
107	Perez, Gaudalupe J	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
108	Perez, Jose L	\$ 176.62	\$ 15.43	\$ 192.04	\$ 117.75	-	\$ -	\$ -
109	Perez, Marco A	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
110	Pulido, Armando	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
111	Pulido, Rogelio R.	\$ 778.71	\$ 281.01	\$ 1,059.72	\$ 366.65	-	\$ -	\$ -
112	Qasim, Ali	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
113	Quintana, Jesus M	\$ -	\$ -	\$ -	\$ 126.78	-	\$ -	\$ -
114	Quiroz, Jose	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
115	Rangel, Jesus	\$ 26,890.39	\$ 8,176.46	\$ 35,066.85	\$ 15,216.98	-	\$ -	\$ -
116	Rasoilo, Joao C	\$ 4,780.90	\$ 1,196.61	\$ 5,977.51	\$ 3,185.96	-	\$ -	\$ -
117	Rego, Eduardo L.	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
118	Reyes, Raul Carmona	\$ 350.15	\$ 82.42	\$ 432.57	\$ 233.43	-	\$ -	\$ -
119	Rincon, Oscar	\$ 27,587.44	\$ 8,229.23	\$ 35,816.66	\$ 16,495.42	13,500.00	\$ 6,237.24	\$ 19,737.24
120	Rincon, Oscar J	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
121	Robles, Gerardo	\$ 123.00	\$ 70.69	\$ 193.69	\$ 82.00	-	\$ -	\$ -
122	Rodriguez, Santiago	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
123	Roman Gonzalez, Gerardo	\$ 132.00	\$ 59.96	\$ 191.96	\$ 72.00	-	\$ -	\$ -
124	Rosales, Arturo V	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
125	Ruiz Rodriguez, Antonio	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
126	Ruiz, Vicente	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
127	Salas, Francisco	\$ 18,409.18	\$ 9,121.76	\$ 27,530.94	\$ 10,421.12	7,425.00	\$ 3,318.74	\$ 10,743.74
128	Sanchez-Sanche, Felipe De J	\$ 5,516.23	\$ 1,566.82	\$ 7,083.05	\$ 3,554.50	-	\$ -	\$ -
129	Shakoor, Abdul	\$ 2.75	\$ 0.63	\$ 3.38	\$ 1.75	-	\$ -	\$ -
130	Simoies, Fernando	\$ 5,287.34	\$ 2,904.50	\$ 8,191.83	\$ 1,697.85	-	\$ -	\$ -
131	Solis, Aldo	\$ 383.33	\$ 160.53	\$ 543.86	\$ 265.93	-	\$ -	\$ -

Damages Calculation

Overtime and Housing

	A	H	I	J	K	L	M	N
132	Soto, Ignacio A	\$ 17.85	\$ 4.28	\$ 22.13	\$ 11.76	-	\$ -	\$ -
133	Sousa, Roque P	\$ 274.00	\$ 108.40	\$ 382.40	\$ 103.75	-	\$ -	\$ -
134	Tavera, Marco A	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
135	Tavera, Marcos	\$ 486.15	\$ 159.66	\$ 645.81	\$ 1,019.52	-	\$ -	\$ -
136	Torres Quintero, Hector	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
137	Torres, Luis R	\$ 13,796.72	\$ 1,676.79	\$ 15,473.52	\$ 8,329.96	-	\$ -	\$ -
138	Torres, Orlando	\$ 1,467.90	\$ 481.67	\$ 1,949.57	\$ 845.30	-	\$ -	\$ -
139	Torres, Porfirio	\$ 411.87	\$ 105.47	\$ 517.34	\$ 255.06	-	\$ -	\$ -
140	Uribe, Abel	\$ 188.94	\$ 58.97	\$ 247.91	\$ 125.96	-	\$ -	\$ -
141	Uribe, Roberto C.	\$ 60.90	\$ 33.87	\$ 94.78	\$ 33.22	2,125.00	\$ 1,204.04	\$ 3,329.04
142	Valadez-Virgin, Gustavo	\$ 132.39	\$ 74.48	\$ 206.87	\$ 83.07	-	\$ -	\$ -
143	Valtierra, Daniel	\$ 7,925.39	\$ 925.22	\$ 8,850.62	\$ 4,963.56	-	\$ -	\$ -
144	Vasquez, Ausbaldo	\$ 694.12	\$ 244.20	\$ 938.33	\$ 436.40	-	\$ -	\$ -
145	Vazquez, Aureliano O	\$ 353.24	\$ 113.30	\$ 466.54	\$ 324.33	-	\$ -	\$ -
146	Velasco, Saul	\$ 7,653.57	\$ 863.80	\$ 8,517.37	\$ 4,617.73	-	\$ -	\$ -
147	Velasquez M, Jose	\$ 432.12	\$ 126.80	\$ 558.92	\$ 242.92	-	\$ -	\$ -
148	Villela, Jose	\$ 7,807.62	\$ 1,506.14	\$ 9,313.76	\$ 4,947.12	-	\$ -	\$ -
149	Wadood, Faisal	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
150	Zamudio, Francisco	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
151	Zimmers, William S	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
152	Total	\$ 319,136.53	\$ 94,721.53	\$ 413,858.06	\$ 185,628.01	\$77,950.00	\$ 36,604.73	\$114,554.73

BY FAX

Exhibit “5”

	A	O	P	Q	R
1	Name	Sec. 226 Penalty	Sec 203 Penalty	Total Dam. (MAX PAYOUT)	MINIMUM PAYOUT
2	Adan, Isaac	\$ -	\$ -	\$ -	\$ -
3	Adan-Munos, Isaac	\$ -	\$ -	\$ -	\$ -
4	Aguilar Bucio, Benjamin	\$ -	\$ -	\$ -	\$ -
5	Aguilar, Christian	\$ -	\$ -	\$ -	\$ -
6	Alania, Percy	\$ 150.00	\$ 3,557.70	\$ 4,451.50	\$ 1,400.27
7	Alvarado Rodriguez, Ricardo	\$ -	\$ 3,000.00	\$ 3,098.11	\$ 974.55
8	Amezlua, Martin	\$ -	\$ -	\$ -	\$ -
9	Arriaga, Marco Antonio Martinez	\$ -	\$ -	\$ -	\$ -
10	Arshad, Muhammad	\$ 350.00	\$ 3,300.00	\$ 4,249.13	\$ 1,336.61
11	Asif, Muhammad	\$ 650.00	\$ 3,600.00	\$ 8,736.63	\$ 2,748.21
12	Beckett, Joel E	\$ -	\$ 2,400.00	\$ 4,765.44	\$ 1,499.03
13	Betancourt, Gabriel	\$ -	\$ -	\$ -	\$ -
14	Bravo, Jorge	\$ 4,000.00	\$ 3,599.22	\$ 17,576.47	\$ 5,528.89
15	Breuninger, Ezekial	\$ -	\$ -	\$ -	\$ -
16	Cabral, Sergio M	\$ -	\$ 3,000.00	\$ 6,115.61	\$ 1,923.74
17	Calderon, Jesus	\$ 150.00	\$ 3,557.70	\$ 4,405.96	\$ 1,385.95
18	Cano, Jeferson B	\$ -	\$ 3,000.00	\$ 3,166.62	\$ 996.10
19	Carbajal Trejo, Mario	\$ -	\$ 3,300.00	\$ 3,530.01	\$ 1,110.41
20	Carmona, Saul	\$ 1,850.00	\$ 3,557.70	\$ 11,161.38	\$ 3,510.95
21	Carpio, Guillermo	\$ -	\$ -	\$ -	\$ -
22	Carrillo, Horacio M	\$ 4,000.00	\$ -	\$ 39,772.45	\$ 12,510.90
23	Carrillo-Flores, Roberto C	\$ -	\$ 2,850.00	\$ 4,875.04	\$ 1,533.50
24	Castaneda, Jose G.	\$ 750.00	\$ -	\$ 10,578.32	\$ 3,327.54
25	Chavez Cardenas, Francisco	\$ -	\$ 3,253.83	\$ 5,657.70	\$ 1,779.70
26	Chavez, Jesus	\$ -	\$ -	\$ -	\$ -
27	Chavez, Rafael	\$ -	\$ -	\$ -	\$ -
28	Correia, Francisco M	\$ 4,000.00	\$ -	\$ 14,975.85	\$ 4,710.83
29	Correia, Paula	\$ 250.00	\$ 3,600.00	\$ 4,389.79	\$ 1,380.86
30	Cortez, Enrique	\$ -	\$ -	\$ -	\$ -
31	Cortez, Gregorio	\$ -	\$ -	\$ -	\$ -
32	Coyazo, Mario	\$ 750.00	\$ 3,600.00	\$ 10,569.39	\$ 3,324.73

	A	O	P	Q	R
33	Creighton, Aaron J	\$ -	\$ -	\$ -	\$ -
34	Cruz Gracia, Alejandro A	\$ -	\$ -	\$ -	\$ -
35	Cruz, Mariano	\$ -	\$ 3,300.00	\$ 4,269.42	\$ 1,343.00
36	De Menezes Leal, Francisco F	\$ -	\$ -	\$ -	\$ -
37	Diaz, Eusebio	\$ -	\$ 3,023.07	\$ 6,420.19	\$ 2,019.55
38	Diaz, Octavio M.	\$ 4,000.00	\$ -	\$ 57,934.26	\$ 18,223.91
39	Escalera, Alvaro Antonio	\$ -	\$ 3,300.00	\$ 3,517.91	\$ 1,106.60
40	Flores Alcala, Rafael	\$ -	\$ 3,000.00	\$ 4,672.25	\$ 1,469.71
41	Flores-Ayon, Octavio	\$ 650.00	\$ 3,600.00	\$ 59,709.06	\$ 18,782.20
42	Fortuna, Jose A.	\$ 2,650.00	\$ 3,680.76	\$ 18,398.94	\$ 5,787.61
43	Garcia Diaz, Pedro	\$ -	\$ 3,000.00	\$ 3,729.48	\$ 1,173.15
44	Garcia, Vitor D	\$ 50.00	\$ 3,300.00	\$ 3,695.25	\$ 1,162.39
45	Ghani, Usman	\$ -	\$ -	\$ -	\$ -
46	Goano Mejia, Martin	\$ 2,050.00	\$ 3,557.70	\$ 15,490.99	\$ 4,872.87
47	Gomez, Inocencio	\$ -	\$ 3,300.00	\$ 13,544.11	\$ 4,260.46
48	Gomez-Mendoza, Alexander	\$ -	\$ 3,600.00	\$ 5,121.30	\$ 1,610.97
49	Gonzalez, Antonio	\$ -	\$ 3,300.00	\$ 3,804.83	\$ 1,196.86
50	Gonzalez, Cristian	\$ -	\$ 3,023.07	\$ 6,490.59	\$ 2,041.69
51	Gonzalez, Francisco	\$ -	\$ -	\$ -	\$ -
52	Gusman Padilla, Salvador	\$ 1,350.00	\$ 3,557.70	\$ 14,389.72	\$ 4,526.46
53	Gutierrez Aguilar, Isain	\$ -	\$ -	\$ -	\$ -
54	Gutierriz Franco, Martin	\$ 550.00	\$ 3,557.70	\$ 6,114.94	\$ 1,923.53
55	Guzman, Alfredo	\$ -	\$ -	\$ -	\$ -
56	Gwin, Kane W	\$ 250.00	\$ 3,557.70	\$ 8,978.00	\$ 2,824.14
57	Hermosillo Munoz, Jose	\$ -	\$ 3,557.70	\$ 4,260.78	\$ 1,340.28
58	Hernandez Alvarez, Joel	\$ 2,550.00	\$ 3,557.70	\$ 22,435.84	\$ 7,057.46
59	Hernandez, Emilio	\$ -	\$ 3,000.00	\$ 3,742.13	\$ 1,177.13
60	Hernandez, Jaime	\$ 250.00	\$ -	\$ 1,116.25	\$ 351.13
61	Hernandez, Miguel Alfonso	\$ 250.00	\$ 3,300.00	\$ 4,698.79	\$ 1,478.06
62	Hernandez, Victor	\$ -	\$ 2,550.00	\$ 3,767.05	\$ 1,184.97
63	Ikesaki, Alex K	\$ -	\$ -	\$ -	\$ -
64	Iniglez, Jose R	\$ 650.00	\$ 3,599.22	\$ 6,613.54	\$ 2,080.37
65	Iniquez, Alonso	\$ 150.00	\$ 3,599.22	\$ 4,437.66	\$ 1,395.92

	A	O	P	Q	R
66	Leal, Francisco	\$ 4,000.00	\$ -	\$ 24,943.33	\$ 7,846.22
67	Leonardo, John M	\$ -	\$ -	\$ -	\$ -
68	Lomeli-Garcia, Carlos	\$ -	\$ -	\$ -	\$ -
69	Lomeli-Jimenez, Martin	\$ 4,000.00	\$ -	\$ 33,588.24	\$ 10,565.58
70	Lopez, Arturo	\$ 250.00	\$ 3,600.00	\$ 5,838.64	\$ 1,836.61
71	Lopez, Carlos	\$ 150.00	\$ -	\$ 5,963.08	\$ 1,875.76
72	Lopez, Jose	\$ -	\$ 3,300.00	\$ 4,341.99	\$ 1,365.82
73	Lopez, Marciano	\$ -	\$ 2,550.00	\$ 4,896.83	\$ 1,540.36
74	Lopez, Rigoberto P	\$ -	\$ 3,300.00	\$ 13,383.23	\$ 4,209.86
75	Lopez-Ramirez, Oscar	\$ -	\$ 3,023.07	\$ 9,169.85	\$ 2,884.49
76	Luna Hernandez, Cesar	\$ 250.00	\$ -	\$ 3,698.11	\$ 1,163.28
77	Maciel, Christina R	\$ 250.00	\$ -	\$ 481.89	\$ 151.58
78	Maciel, Marco	\$ 350.00	\$ -	\$ 7,090.38	\$ 2,230.36
79	Martinez, Antonio	\$ 4,000.00	\$ -	\$ 109,549.72	\$ 34,460.17
80	Martinez, Eduardo R.	\$ -	\$ 3,249.99	\$ 26,625.44	\$ 8,375.35
81	Martins, Paulo R	\$ 4,000.00	\$ -	\$ 6,009.28	\$ 1,890.29
82	Medrano-Salazar, Jorge R	\$ 250.00	\$ 3,300.00	\$ 10,036.31	\$ 3,157.04
83	Mehmood, Tahir	\$ -	\$ 3,000.00	\$ 3,087.07	\$ 971.07
84	Mendoza, Epifanio	\$ 250.00	\$ 3,557.70	\$ 5,826.49	\$ 1,832.79
85	Montlongo Q, Antonio	\$ -	\$ 3,023.07	\$ 8,371.48	\$ 2,633.35
86	Montoya, Juan M.	\$ -	\$ 3,369.21	\$ 46,541.46	\$ 14,640.17
87	Montoya, Manuel D	\$ -	\$ -	\$ -	\$ -
88	Mora, Marco A	\$ -	\$ -	\$ -	\$ -
89	Morato, Walter	\$ -	\$ 2,550.03	\$ 3,045.22	\$ 957.91
90	Mozqueda Dela Torre, Emanuel	\$ -	\$ -	\$ -	\$ -
91	Mushtaq, Muhammad	\$ -	\$ -	\$ -	\$ -
92	Nasir, Muhammad	\$ -	\$ -	\$ -	\$ -
93	Navarro-Gonzalez, Jose	\$ -	\$ 2,550.00	\$ 3,455.29	\$ 1,086.90
94	Niebla Ruiz, Mario	\$ -	\$ -	\$ -	\$ -
95	Nunez, Francisco J	\$ -	\$ 2,550.00	\$ 4,928.72	\$ 1,550.39
96	Ochoa, Ramiro	\$ 850.00	\$ 4,750.77	\$ 9,020.41	\$ 2,837.48
97	Ochoa-Collazo, Juan M	\$ -	\$ -	\$ -	\$ -
98	Ochoa-Oregel, Juan M	\$ -	\$ 2,700.00	\$ 4,176.72	\$ 1,313.84

	A	O	P	Q	R
99	Olmos, Cirilo P	\$ 350.00	\$ -	\$ 5,223.01	\$ 1,642.96
100	Orozco-Jose, Juan	\$ -	\$ -	\$ -	\$ -
101	Ortega Leon, Jesus Manuel	\$ -	\$ -	\$ -	\$ -
102	Osorio, Julio R	\$ -	\$ 3,369.21	\$ 4,228.82	\$ 1,330.22
103	Paniagua, David	\$ -	\$ -	\$ -	\$ -
104	Panuco Martinez, Marco Antonio	\$ -	\$ -	\$ -	\$ -
105	Panuco Martinez, Rigoberto	\$ -	\$ 3,000.00	\$ 4,113.35	\$ 1,293.90
106	Parker, Randy D	\$ -	\$ -	\$ -	\$ -
107	Perez, Gaudalupe J	\$ -	\$ -	\$ -	\$ -
108	Perez, Jose L	\$ 50.00	\$ 3,300.00	\$ 3,659.79	\$ 1,151.23
109	Perez, Marco A	\$ -	\$ -	\$ -	\$ -
110	Pulido, Armando	\$ -	\$ -	\$ -	\$ -
111	Pulido, Rogelio R.	\$ 350.00	\$ -	\$ 10,673.67	\$ 3,357.53
112	Qasim, Ali	\$ 250.00	\$ -	\$ 6,368.16	\$ 2,003.18
113	Quintana, Jesus M	\$ -	\$ 3,300.00	\$ 3,838.97	\$ 1,207.59
114	Quiroz, Jose	\$ -	\$ -	\$ -	\$ -
115	Rangel, Jesus	\$ 4,000.00	\$ -	\$ 60,783.16	\$ 19,120.07
116	Rasoilo, Joao C	\$ 4,000.00	\$ 3,300.00	\$ 18,299.22	\$ 5,756.24
117	Rego, Eduardo L.	\$ -	\$ -	\$ -	\$ -
118	Reyes, Raul Carmona	\$ 150.00	\$ 3,150.00	\$ 3,966.01	\$ 1,247.56
119	Rincon, Oscar	\$ 4,000.00	\$ -	\$ 81,990.33	\$ 25,791.04
120	Rincon, Oscar J	\$ -	\$ -	\$ -	\$ -
121	Robles, Gerardo	\$ -	\$ 2,400.00	\$ 2,814.45	\$ 885.32
122	Rodriguez, Santiago	\$ -	\$ -	\$ -	\$ -
123	Roman Gonzalez, Gerardo	\$ -	\$ 3,300.00	\$ 4,333.66	\$ 1,363.20
124	Rosales, Arturo V	\$ -	\$ -	\$ -	\$ -
125	Ruiz Rodriguez, Antonio	\$ -	\$ -	\$ -	\$ -
126	Ruiz, Vicente	\$ -	\$ -	\$ -	\$ -
127	Salas, Francisco	\$ -	\$ 3,253.83	\$ 69,042.87	\$ 21,718.26
128	Sanchez-Sanche, Felipe De J	\$ 4,000.00	\$ 3,300.00	\$ 22,598.10	\$ 7,108.50
129	Shakoor, Abdul	\$ 250.00	\$ 3,300.00	\$ 3,919.10	\$ 1,232.80
130	Simoies, Fernando	\$ -	\$ 5,173.08	\$ 15,062.76	\$ 4,738.17
131	Solis, Aldo	\$ -	\$ 3,300.00	\$ 6,689.42	\$ 2,104.24

	A	O	P	Q	R
132	Soto, Ignacio A	\$ 250.00	\$ 3,300.00	\$ 4,405.43	\$ 1,385.78
133	Sousa, Roque P	\$ -	\$ 4,753.83	\$ 5,239.98	\$ 1,648.30
134	Tavera, Marco A	\$ -	\$ -	\$ -	\$ -
135	Tavera, Marcos	\$ 350.00	\$ -	\$ 4,004.48	\$ 1,259.66
136	Torres Quintero, Hector	\$ -	\$ -	\$ -	\$ -
137	Torres, Luis R	\$ 3,650.00	\$ -	\$ 27,979.74	\$ 8,801.36
138	Torres, Orlando	\$ 450.00	\$ 3,557.70	\$ 8,578.80	\$ 2,698.56
139	Torres, Porfirio	\$ 150.00	\$ 3,557.70	\$ 4,480.11	\$ 1,409.27
140	Uribe, Abel	\$ 50.00	\$ 3,000.00	\$ 3,423.87	\$ 1,077.02
141	Uribe, Roberto C.	\$ -	\$ 3,023.07	\$ 8,184.88	\$ 2,574.65
142	Valadez-Virgin, Gustavo	\$ -	\$ 2,550.03	\$ 2,986.22	\$ 939.35
143	Valtierra, Daniel	\$ 3,450.00	\$ -	\$ 17,264.17	\$ 5,430.65
144	Vasquez, Ausbaldo	\$ -	\$ 3,369.21	\$ 4,743.94	\$ 1,492.26
145	Vazquez, Aureliano O	\$ 50.00	\$ 3,300.00	\$ 4,269.69	\$ 1,343.08
146	Velasco, Saul	\$ 3,150.00	\$ -	\$ 16,285.10	\$ 5,122.67
147	Velasquez M, Jose	\$ 150.00	\$ 3,557.70	\$ 4,509.53	\$ 1,418.53
148	Villela, Jose	\$ -	\$ 2,700.00	\$ 24,150.95	\$ 7,596.97
149	Wadood, Faisal	\$ -	\$ -	\$ -	\$ -
150	Zamudio, Francisco	\$ -	\$ -	\$ -	\$ -
151	Zimmers, William S	\$ -	\$ -	\$ -	\$ -
152	Total	\$80,000.00	\$256,486.89	\$1,271,609.62	\$400,000.00

BY FAX

Exhibit “6”

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

OCTAVIO FLORES-AYON, on behalf of
himself and all others similarly situated,

Case No. STK-CV-UOE-2017-0007343

Plaintiffs,

vs.

**NOTICE OF CLASS ACTION
SETTLEMENT**

VAN EXEL DAIRY, a partnership; CAROLYN
VAN EXEL, an individual; HENRY P. VAN
EXEL, an individual; and DOES 1-20 inclusive.

Defendants.

**TO: ALL EMPLOYEES OF VAN EXEL DAIRY EMPLOYED ANY TIME BETWEEN
JULY 17, 2013 AND MARCH 16, 2019 WHO ARE NOT EXEMPT FROM
CALIFORNIA WAGE AND HOUR LAWS**

**RE: SETTLEMENT OF CLAIMS FOR ALLEGED UNFAIR BUSINESS PRACTICES,
FAILURE TO COMPENSATE FOR ALL HOURS WORKED, FAILURE TO PAY
OVERTIME WAGES, UNLAWFUL DEDUCTIONS FOR HOUSING, MEAL AND
REST BREAK VIOLATIONS, FAILURE TO FURNISH ACCURATE ITEMIZED
WAGE STATEMENTS, FAILURE TO PAY ALL WAGES DUE UPON
TERMINATION, AND OTHER CAUSES OF ACTION AS EXPLAINED IN SECTION
IV. BELOW**

**THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

The Court authorized this notice. It is not a solicitation from a lawyer.

I. INTRODUCTION

This NOTICE OF SETTLEMENT concerns a class action lawsuit filed against Van Exel Dairy in 2017 in San Joaquin County Superior Court. The named plaintiff is Octavio Flores-Ayon. You previously received notice that the attorneys for Mr. Flores-Ayon asked the Defendants to provide your name, contact information, and payroll records in order to investigate whether Defendants violated your rights.

Plaintiff has now agreed to settle the action on behalf of himself and all the other Van Exel Dairy employees within a proposed class ("the Plaintiff Class"):

All individuals employed as non-exempt laborers (including milkers and individuals who worked outside the dairy barns with the cows, or, for example, doing maintenance and repair work, etc.) employed by Defendants from July 17, 2013 through March 16, 2019 (the "Covered Period").

THIS NOTICE IS TO INFORM YOU ABOUT:

BY FAX

- A PROPOSED SETTLEMENT OF THIS PENDING CLASS ACTION LAWSUIT & YOUR RIGHT TO RECEIVE A SHARE OF THE SETTLEMENT FUNDS; AND
- YOUR RIGHT TO MAKE ANY OBJECTIONS YOU MAY HAVE TO THE SETTLEMENT.

II. DESCRIPTION OF THE LAWSUIT

OCTAVIO FLORES-AYON ("Plaintiff") filed this class action lawsuit against Defendants Van Exel Dairy, Carolyn Van Exel, and Henry P. Van Exel ("Defendants"), claiming that they violated state labor laws by failing to pay overtime wages to employees who worked more than 10 hours a day or 60 hours a week; failing to provide workers with legally-compliant meal and rest periods; improperly deducting from wages for housing; and for failing to promptly pay all wages due after workers left employment, among other causes of action. On behalf of himself and similarly-situated workers, Plaintiff sought restitution and an award of prejudgment interest, penalties, and their attorneys' fees and costs. The lawsuit was filed on July 17, 2017.

Defendants denied and continue to deny Plaintiff's allegations, and they contend that Plaintiff and other similarly situated workers have been properly paid for all hours worked and that they do not owe any wages, interest, penalties, or other amounts to Plaintiff or any other worker who worked during the Covered Period at Van Exel Dairy. Nevertheless, Defendants wish to settle in order to avoid the costs, time, and disruption caused by litigation.

On October 15, 2019, Plaintiff and the Defendants reached a Settlement Agreement, described below.

Plaintiff's attorneys believe that the settlement described below is fair, adequate, reasonable, and in the best interests of the Plaintiff and the Plaintiff Class.

On ****, 2020, the California Superior Court for the County of San Joaquin granted provisional certification of the Plaintiff Class and preliminary approval of this class action settlement. This NOTICE is being sent to you because Van Exel Dairy's records indicate that, during the Covered Period, you worked as a non-exempt worker at Van Exel Dairy. Therefore, you may be entitled to receive compensation. This settlement affects your rights.

III. TERMS OF THE PROPOSED SETTLEMENT AGREEMENT

A. Defendants have agreed to pay a total of Four Hundred and Fifty Dollars (\$450,000.00) under the settlement (the "Settlement Amount") to resolve all claims alleged against Defendants in this lawsuit by any member of the Plaintiff Class during the Covered Period. Within 15 days from the Court's Final Order approving the Settlement Agreement, Defendants will make the Settlement Fund payment to the third-party administrator listed below in paragraph D (the "Claims Administrator"), who will distribute the funds in the manner described below.

B. Of the Settlement Amount, \$50,000 will be distributed as follows:

1. Class Representative Enhancement: The Plaintiff requests an enhancement award payment of \$6,000 to compensate him for undergoing the burden and expense of bringing and prosecuting this action.

2. Settlement Administration Costs: The parties estimate that the settlement administration costs will be approximately \$7,000.00 to \$7,500.00. This amount will be paid to the Claims Administrator listed below in paragraph D.

3. Attorneys' Fees and Costs: Under the settlement, California Rural Legal Assistance Foundation ("Class Counsel") will receive \$34,500.00 of the Settlement Fund for attorneys' fees and costs to compensate them for their work on the case and the actual expenses they have incurred. If the Settlement Fund is not exhausted by paying members of the Plaintiff Class, Class Counsel may apply for an additional \$17,500.00 for a maximum total of \$54,000.00.

C. The remaining \$400,000.00 of the Settlement Fund will be distributed to Plaintiff and the Plaintiff Class members who submit a Claim Form. The amount that each Plaintiff Class member will receive is based on calculations by Class Counsel using time records and paystubs provided by Defendants.

1. Maximum Payout Amount: Using the time and payroll information provided by Defendants, Class Counsel calculated the maximum amount that would be recovered on behalf of each Plaintiff Class member if Plaintiff went to trial and prevailed on all of his claims. Although these claims were and are disputed by Defendants, they are the basis for the Settlement Agreement. The Maximum Payout Amount for each member of the Plaintiff Class includes: (a) compensation for all hours of work that Class Counsel believe to be overtime at 1.5 times the regular rate of pay; (b) an additional hour at the regular rate of pay for each day the Plaintiff Class member was not provided with a meal break that Class Counsel believes was required; (c) an additional hour at the regular rate of pay for each day the Plaintiff Class member was not provided with a rest break that Class Counsel believes was required; (d) a refund of all housing deductions; (e) interest on each of these claims; (f) liquidated damages for overtime that Class Counsel believes should have been paid; (g) a penalty for providing wage statements that Class Counsel believe were inaccurate; and (h) if the member of the Plaintiff Class left employment during the Covered Period, a penalty for not paying all of these amounts immediately. **Your Maximum Payout Amount is contained in the Appendix to this Notice.**

2. Claim Form: If the Court gives final approval to the Settlement Agreement, the Claims Administrator will mail each member of the Plaintiff Class a Claim Form showing the Maximum Payout Amount. The Plaintiff Class member must sign and return the Claim Form to the Claims Administrator, including documents or other information to verify the Plaintiff Class member's identity.

In order to receive any payment from the Settlement Funds, the Plaintiff Class member must sign and return the Claim Form within six (6) months of the date the Claim Form is mailed ("the Claim Period").

3. Minimum Payout Amount: Each member of the Plaintiff Class who timely submits a Claim Form is entitled to a minimum payment in the amount of 25% of the member's Maximum Payout Amount. Once all claims are received, the payments will be increased in accordance with available funds from the \$400,000.00, up to the Maximum Payout Amount.

4. Payroll taxes will be deducted: Before sending payment to each member of the Plaintiff Class Member, the Claims Administrator will deduct social security payroll taxes. These taxes will be paid by the Claims Administrator to the Internal Revenue Service.

5. Remaining funds: If there are additional funds after allocating the Maximum Payout Amount to each Plaintiff Class member who submitted a timely Claim Form, less payroll taxes, then the balance of remaining funds will be distributed as follows:

- a. First, Class Counsel may apply for up to \$17,500.00 in additional attorney fees and costs.
- b. Second, all funds then remaining will be paid to the Settlement Class Members who submitted a timely Claim Form, in proportion to the size of each Class Member's individual claims.

D. The Claims Administrator for the Settlement Fund is:

Phoenix Class Action Administrative Solutions
1411 N. Batavia St., Suite 105
Orange, California 92867
Telephone Number: 1-800-523-5773

The exact amounts of your individual settlement share from the Settlement Fund will be determined after the Claim Period and after all Claim Forms received are processed. **If you have any questions**, call the Claims Administrator at _____. You may also call Class Counsel at (916) 446-7904 ext. 122.

E. In addition to the Settlement Fund, the Settlement Agreement requires Defendants to abide by the following labor practices at each of their dairy locations:

- establish a timekeeping policy that records the exact start/stop time for the day and for each meal and rest period;
- provide meal periods no later than the fifth hour of work, which an employee can waive only during a workday of six hours or less;
- provide paid rest periods of ten minutes, evenly spaced, for each four hours of work;
- cease work during these meal and rest periods;
- pay all non-exempt employees an hourly rate, or if by salary, a salary representing sixty hours of regular time per week;
- pay overtime after ten hours in a day or sixty hours in a work week, and on a seventh consecutive day of work, and pay double time after eight hours on a seventh consecutive day;
- not charge rent or deduct rent from wages unless there is a written rental agreement and express authorization for such deduction, and unless the housing complies with applicable standards of habitability; and
- provide written wage statements including all required information.

IV. BINDING EFFECT AND CLASS RELEASE

If the Court grants final approval of the Settlement Agreement, the proposed Settlement will be binding on all members of the Plaintiff Class and will bar any Plaintiff Class member from bringing any claims for unpaid wages, waiting time penalties, improper deductions, missed rest or meal periods penalties, interest, or attorneys' fees and costs, under the California Labor Code or the California Business & Professions Code during the Covered Period, as well as any claims that could have been brought against Defendants based on the factual allegations contained in the Plaintiff's complaint.

Once it is finally approved, the Settlement will fully release and discharge the Defendants and all of their owners, shareholders, divisions, affiliates, parent companies, and subsidiaries from all individual and class claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, including but not limited to any claims for unpaid wages, waiting time penalties, improper deductions, missed rest or meal periods penalties, interest, or attorneys' fees and costs, under the California Labor Code or the California Business &

Professions Code during the Covered Period, as well as any claims that could have been brought against Defendants and all of their owners, shareholders, divisions, affiliates, parent companies, and subsidiaries, based on the factual allegations contained in the Complaint.

V. OBJECTIONS TO THE PROPOSED SETTLEMENT

You have the right to object to the settlement, if you believe for any reason that the Court should not grant final approval of the proposed settlement. **IF YOU WANT TO OBJECT TO THE SETTLEMENT, YOU MUST FILE AN OBJECTION IN WRITING WITH THE CLAIMS ADMINISTRATOR:**

Phoenix Class Action Administrative Solutions
1411 N. Batavia St., Suite 105
Orange, California 92867
Telephone Number: 1-800-523-5773

IN THE WRITTEN STATEMENT, YOU MUST STATE THE BASIS OF YOUR OBJECTION. TO BE TIMELY, YOUR WRITTEN OBJECTION MUST BE POSTMARKED ON OR BEFORE ***, 2020.**

If you have filed a proper timely objection, you also may appear at the final approval hearing scheduled for *****, 2020, at 1:30 p.m. in the California Superior Court for the County of San Joaquin, located at 180 East Weber Avenue, Stockton, California 95202, to have your objection heard by the Court. **Objections not previously filed in writing and postmarked by *****, 2020 will not be considered by the Court.** If you fail to file a timely objection or an objection that fails to satisfy the requirements set forth in this notice, you will have no right to appear and present any argument at the final approval hearing. You may be represented by an attorney at the final approval hearing. Any attorney who will represent an individual objecting to the settlement must file a notice of appearance with the Court and serve counsel for all parties on or before *****, 2020. All objections or other correspondence must state the name and number of the case – Flores-Ayon v. Van Exel Dairy, et al., California Superior Court for the County of San Joaquin, Case No. STK-CV-UOE-2017-0007343.

VI. ATTORNEYS' FEES AND COSTS

You will not have to pay the attorneys who represented you as a Class member in this lawsuit. As stated above in Section III, the settlement provides that Class Counsel's attorneys' fees and costs shall be paid from the Settlement Fund.

VII. ADDITIONAL INFORMATION, EXAMINATION OF PLEADINGS AND CLASS COUNSEL CONTACT INFORMATION

This NOTICE provides only a summary of the most pertinent terms and conditions of the settlement. The complete terms of the proposed settlement are stated in the actual Settlement Agreement that has been tentatively approved by and filed with the Court. You can view important documents about this case at this website: www.cpt----.com. You may also obtain a copy of the proposed Class Action Settlement from Class Counsel, whose information is below.

You also may access all the documents that have been filed in Court in the case, including the Settlement Agreement, at this website: <https://cms.sjcourts.org/fullcourtweb/start.do>. Once you're on this webpage: (1) click "log in"; (2) in the menu bar, click "CASES" then "Civil Case"; (3) by "Case Lookup" at the top, enter "CV" in the first box, "2017" in the second box, and "7343" in the third box; (4) click "Retrieve"; (5) in the menu on the left, click "Document Mgmt"; (6) on the next page, scroll to the document you wish to see and click "VIEW" to download a PDF copy. You may also view

BY FAX

images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings, including the one located at 180 East Weber Avenue, Stockton, California 95202.

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Claims Administrator at 800-***-****. You also may contact Class Counsel Cecilia Guevara Zamora at (916) 446-7904, ext. 122.

VIII. IF THE CLASS ACTION SETTLEMENT AND RELEASE IS NOT APPROVED

If the Class Action Settlement and Release is not approved by the Court, or if any of its conditions are not satisfied, the conditional settlement will be voided, no money will be paid, and the parties will continue to litigate this case. If that happens there is no assurance: (a) that any decision at trial would be in favor of the Settlement Class members; (b) that a trial decision, if any, would be as favorable to the Settlement Class members as this settlement; or (c) that any favorable trial decision would be upheld if an appeal is filed.

IX. NO RETALIATION OR DISCRIMINATION

California law prohibits the Defendants from discharging you or in any other manner retaliating or discriminating against you because you have exercised your right under California law to participate in this settlement.

X. NO OPINION EXPRESSED AS TO THE MERITS OF THE CASE

On ****, 2020, the Court preliminarily approved the Class Action Settlement, finding that the agreement was fair and reasonable. The Court has expressed no opinion regarding the merits of the claims made in this action.

XII. ADDRESS CHANGES

It is your responsibility to keep the Claims Administrator apprised of your correct address until the settlement has been approved and payments have been made. Please contact the Claims Administrator at the telephone number below or sign and mail any change of address along with your Social Security or taxpayer identification number (ITIN), former and new addresses to:

Flores-Ayon v. Van Exel Dairy, *et al.*,
Phoenix Class Action Administrative Solutions
1411 N. Batavia St., Suite 105
Orange, California 92867
Telephone Number: 1-800-523-5773

BY ORDER OF THE COURT

Dated: _____, 2020

JUDGE OF THE SUPERIOR COURT

Appendix

TO: <EMPLOYEE NAME>

As discussed in Section III, paragraph C of this Notice, Class Counsel has calculated the amount you may be entitled to under the terms of the Settlement Agreement:

Maximum payout amount: _____
After deducting payroll taxes: _____

Guaranteed minimum payout amount: _____
After deducting payroll taxes: _____

If you believe this calculation is incorrect, or if you object to the Settlement Agreement, you may contact the Claims Administrator as discussed in Section V of this Notice.

BY FAX