

Daniel J. Brown (SBN 307604)  
dbrown@stansburybrownlaw.com  
**STANSBURY BROWN LAW**  
2610 1/2 Abbot Kinney Blvd.  
Venice, California 90291  
Tel. (323) 207-5925

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF TULARE**

JUVENAL GAONA VARGAS, as an individual  
and on behalf of all others similarly situated,

Plaintiff,

vs.

JOE CARMONA dba J S J LABOR SERVICE,  
an individual; KLINK CITRUS ASSOCIATION,  
a California corporation; and DOES 1 through  
100,

Defendants.

Case No.: VCU282081

*[Assigned for all purposes to the Hon.  
Nathan D. Ide, Dept. 02]*

**SUPPLEMENTAL DECLARATION  
OF DANIEL J. BROWN IN SUPPORT  
OF PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF  
SETTLEMENT**

Date: February 28, 2022  
Time: 8:30 a.m.  
Dept.: 02

Complaint Filed: February 13, 2020  
Trial Date: None Set

1 I, DANIEL J. BROWN, declare as follows:

2 1. I am the principal of the law firm of Stansbury Brown Law, and counsel for the  
3 named plaintiff Juvenal Gaona Vargas (“Plaintiff”) and the proposed Settlement Class in the  
4 above-captioned matter. I am a member in good standing of the bar of the State of California and  
5 am admitted to practice in this Court. I have personal knowledge of the facts stated in this  
6 declaration and could testify competently to them if called upon to do so. This declaration  
7 addresses the issues raised by the Court in its January 31, 2022 ruling denying preliminary  
8 approval of class action settlement without prejudice (“January Order”).

9 **CLASS NOTICE PERIOD**

10 2. The January Order states the time period for class members to opt-out or object to  
11 the settlement must be 60 days or longer. Attached hereto as **Exhibit 1** is a true and correct copy  
12 of the revised Stipulation of Settlement (“Settlement Agreement”) which states that class  
13 members have 60 days to opt-out or object to the Settlement. *See* Settlement, ¶¶ 9(E)(F).

14 **LWDA NOTICE**

15 3. The January Order requested confirmation that the proposed settlement was  
16 submitted to the Labor and Workforce Development Agency (“LWDA”). Attached hereto as  
17 **Exhibit 2** is a true and correct email confirmation of my submission of the revised Settlement to  
18 the LWDA.

19 I declare under penalty of perjury under the laws of the State of California and the United  
20 States that the foregoing is true and correct. Executed on February 3, 2022, at Venice, California.

21 

22 \_\_\_\_\_  
Daniel J. Brown

**EXHIBIT 1**

## STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Juvenal Gaona Vargas (“Plaintiff”), individually and on behalf of all members of the Settlement Class, defined below, and Defendants Joe Carmona dba J S J Labor Service and Klink Citrus Association (collectively, “Defendants”). Plaintiff and Defendants are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Daniel J. Brown of Stansbury Brown Law (“Class Counsel”). Defendants are represented by Ian B. Wieland of Sagaser, Watkins & Wieland, PC.

Plaintiff filed a Class Action Complaint (“Complaint”) against Defendants on February 13, 2020, in Tulare County Superior Court, Case No. VCU282081, which alleges causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse for necessary business expenses; (6) failure to provide accurate, itemized wage statements; (7) waiting time penalties; and (8) unfair competition.

Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”) on June 22, 2020, to add an additional cause of action for civil penalties under the Private Attorneys General Act (“PAGA”) pursuant to Labor Code Sections 2698 *et seq.*

The Parties conducted significant investigation of the facts and law both before and after the Action was filed. This included review and analysis of the Defendants’ policies and Class Members’ time records and payroll records. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff’s claims, the defenses thereto, and the damages and penalties claimed by Plaintiff in the Action. The Parties also exchanged extensive data and information regarding the Class Claims prior to the mediation, including data relevant to potential damages.

On September 15, 2020, the Parties attended and participated in good faith, arms’ length settlement discussions at a mediation before Hon. Howard R. Broadman (Ret.). However, the Parties were unable to reach a settlement at the mediation after extensive negotiations. The Parties thereafter engaged in extensive formal discovery. Plaintiff propounded several additional sets of discovery, Defendants took Plaintiff’s deposition, and the Parties also completed the *Belaire West* process. The Parties also exchanged additional data and information regarding the Class Claims prior to the second mediation.

On August 25, 2021, the Parties attended and participated in good faith, arms’ length settlement discussions at a mediation before Mediator Mark Keppler, Esq. After a full day of settlement negotiations, the mediation culminated with a mediator’s proposal, which the Parties accepted the following week.

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Action on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Action.

**1. Certification for Settlement Purposes.** For the purposes of this Settlement Agreement only, the Parties stipulate to conditional certification of the following Settlement Class:

**Settlement Class** – All current and former non-exempt employees of Defendant Joe Carmona dba J S J Labor Service who performed work for Defendant Klink Citrus Association in California at any time during the period of February 13, 2016, through October 24, 2021 (“Settlement Class” or “Settlement Class Members”).

The Parties agree that conditional certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or Federal Rule of Civil Procedure Rule 23.

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

**2. Releases.**

- A. **Releases by Settlement Class Members.** Plaintiff and every member of the Settlement Class (except those who opt out, as described below) will fully release and discharge Defendants, their past and present officers, directors, shareholders, and employees (collectively the “Released Parties”) for all claims that were pled or could have been pled based on the factual allegations in the FAC, including: (a) minimum wage violations; (b) failure to pay all overtime wages; (c) meal period violations; (d) rest period violations; (e) failure to reimburse for necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) waiting time penalties; (h) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that could have been premised on the claims that were pled or could have been pled based on the factual allegations in the FAC; and (i) all claims for civil penalties under PAGA, that could have been premised on the claims that were pled or could have been based on the factual allegations in the FAC (collectively, the “Released Claims”). For members of the Settlement Class who do not validly opt out, the release period shall run from February 13, 2016, through October 24, 2021 (“Class Period”).
- B. **Plaintiff’s Release of Unknown Claims Under Civil Code Section 1542.** In light of his Class Representative Enhancement Payment, Plaintiff, Juvenal Gaona Vargas, has agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to**

**exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

However, to the extent that Plaintiff has claims that cannot be released as a matter of law (e.g., workers' compensation claims), then those claims will not be released.

3. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Defendants agree to pay a common fund of Two Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$237,500.00) (the "Maximum Settlement Amount" or "MSA") in full and complete settlement of this matter. Besides the triggering of the escalator clause pursuant to paragraph 3(D) of this Settlement Agreement and Defendants' payment of their share of payroll taxes pursuant to paragraph 3(C) of this Settlement Agreement, in no event shall Defendants be required to pay more than Two Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$237,500.00). The MSA shall be paid as follows:

- A. The MSA shall be deposited with the Settlement Administrator within thirty (30) days after the date the Court enters an order granting final approval of the settlement or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review ("the Final Effective Date").
- B. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
  - (1) All payments to the Settlement Class;
  - (2) All fees and expenses of the Settlement Administrator associated with the administration of the settlement, which are anticipated to be no greater than Seven Thousand Seven Hundred Fifty Dollars and Zero Cents (\$7,750.00);
  - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Enhancement Payment, subject to Court approval, in recognition of Plaintiff's general release of claims, contributions to the Action, and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Enhancement Payment, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding;
  - (4) Up to one-third of the Maximum Settlement Amount in attorneys' fees, which is currently estimated to be Seventy-Nine Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$79,166.67), plus up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) in verified costs and expenses related to the Action as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement

Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding; and

(5) Ten Thousand Dollars and Zero (\$10,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) will be payable to the Settlement Class as the “PAGA Amount.”

C. Defendants’ share of payroll taxes shall be paid by Defendants separately from, and in addition to, the Maximum Settlement Amount.

D. **Escalator Clause.** Defendants have represented there are approximately 406 Settlement Class Members and approximately 8,263 Workweeks within the Class Period. If, at the time of preliminary approval, the number of Settlement Class Members or the number of Workweeks has increased by 10% or less, the Settlement Amount shall remain the same. If there is an increase in the number of Settlement Class Members or the number of Workweeks by eleven percent (11%) or more, then Defendants shall have the option to either increase the Gross Settlement Amount proportionally with the added workweeks, or to limit the Class Period such that it covers up to 10% more than the estimated workweeks stated herein.

A “Workweek” shall be any calendar week (i.e. a week beginning on Sunday and ending on Saturday) in which the Settlement Class Member worked at least one day based on Defendants’ records.

4. **Settlement Award Procedures.** Settlement Class Members are not required to submit a claim form to receive their Individual Settlement Award. Individual Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for the Settlement Administrator’s fees and expenses, Plaintiff’s Enhancement Payment, Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, and the LWDA’s share of the PAGA payment. The remaining amount shall be known as the “Net Settlement Fund.”

B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Award.

Settlement Awards shall be based on the following formula:

i. PAGA Amount: Each participating Settlement Class Member who was employed by Defendant Joe Carmona dba J S J Labor Service who performed work for Defendant Klink Citrus Association in California at any

time during the period of February 13, 2019, through October 24, 2021, shall receive a portion of the Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Net Settlement Fund that has been designated as the “PAGA Amount” proportionate to the number of pay periods that he or she worked during the period from February 13, 2019, through October 24, 2021 (“PAGA Period”).

- ii. The remainder of the Net Settlement Fund shall be distributed to each participating Settlement Class Member based on their proportionate share of Workweeks during the Class Period, by multiplying the remaining Net Settlement Fund by a fraction, the numerator of which is the participating Settlement Class Member’s Workweeks during the Class Period, and the denominator of which is the total Workweeks of all participating Settlement Class Members during the Class Period.
- C. Within ten (10) days following the funding of the Maximum Settlement Amount with the Settlement Administrator by Defendants, the Settlement Administrator will calculate Individual Settlement Award amounts and will prepare and mail Individual Settlement Awards to participating Settlement Class Members and transfer to Class Counsel its attorney’s fees and verified costs.
- D. For purposes of calculating applicable taxes and withholdings for the Settlement Class Members, twenty percent (20%) of each Individual Settlement Award shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each Individual Settlement Award shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan.
- E. Each Settlement Class Member who receives an Individual Settlement Award must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Settlement Class Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued, except for good cause and as mutually agreed by the Parties in writing. If a Settlement Class Member does not cash his or her settlement check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Settlement Class Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Fund will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendants will not be required



to pay any interest on such amounts. The Parties agree no unclaimed funds will result from the settlement.

- F. Neither Plaintiff nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his or its own acts of omission or commission, the same is true for the Settlement Administrator.
- G. Neither Plaintiff's Counsel nor Defendants' Counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each Settlement Class Member are unique, and each Settlement Class Member is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from the Individual Settlement Awards. In addition, Defendants make no representations or warranties or promises of any kind or nature regarding the taxability of any sums paid to Plaintiff and Plaintiff's Counsel in settlement pursuant to this Agreement, the risk of which rests entirely with Plaintiff and Plaintiff's Counsel.

5. **Class Counsel's Attorneys' Fees and Litigation Costs.** Defendants will not object to a request for a total award of attorneys' fees to Class Counsel of one-third of the Maximum Settlement Amount, which is currently estimated to be Seventy-Nine Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$79,166.67), plus up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) in verified costs and expenses related to the Action as supported by declaration from Plaintiff's counsel. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court.

6. **Plaintiff's Enhancement Payment.** Defendants will not object to a request for a Class Representative Enhancement Payment for Plaintiff of Five Thousand Dollars and Zero Cents (\$5,000.00) in exchange for the general release of his claims, his time and risks in prosecuting this case, and his service to the Settlement Class. This payment will be in addition to Plaintiff's Individual Settlement Award as a Settlement Class Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payment to the Plaintiff is for his services in connection with this Action and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement Payment does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Payment constitutes wages for income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by

Defendants from the Enhancement Payment paid under this Settlement Agreement. In addition, Plaintiff shall hold Defendants, Released Parties and Class Counsel harmless and indemnify Defendants, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendants by reason of any claims relating to the non-withholding of taxes from the Enhancement Payment.

7. **Settlement Administrator.** Defendants will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator nor to Class Counsel seeking Court approval to pay up to Seven Thousand Seven Hundred Fifty Dollars and Zero Cents (\$7,750.00) from the Maximum Settlement Amount for its services. The Settlement Administrator shall be responsible for sending all required notices, calculating the Net Settlement Fund, calculating each Settlement Class Member's Individual Settlement Award amount, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Section 4(E). The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all participating Settlement Class Members.

8. **Preliminary Approval.** Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Daniel J. Brown of Stansbury Brown Law as Class Counsel;
- C. Appointing Juvenal Gaona Vargas as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Objection Form, substantially in the form attached here as **Exhibits A, B, and C**, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

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

- A. Within fourteen (14) days after entry of an order preliminarily approving this Settlement Agreement, Defendants will provide the Settlement Administrator with a class list including the full names, last known addresses, and social security numbers (in electronic format) of Settlement Class Members, as well as the dates of employment for each Settlement Class Member during the Class Period.

- B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Settlement Class Member at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. The Settlement Administrator shall use its best professional efforts, including utilizing a “skip trace,” to track any Settlement Class Member’s mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.
- D. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have twenty (20) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, challenge or objection.
- E. **Opt-Out/Request for Exclusion Procedures.** Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within Sixty (60) days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Request for Exclusion Form must: (1) contain the name, address, telephone number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the class settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form fails to comply with items (1)-(3), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Settlement Class Member’s telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement

Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their share of the PAGA Amount regardless of their decision to participate in the class settlement) or have any right to object, intervene, appeal or comment thereon. Any Settlement Class Member who does not submit a Request for Exclusion Form is automatically deemed a participating Settlement Class Member.

- F. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' counsel as well as filing them with the Court). Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendants' counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class Member's full name and current address; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) Objections must be postmarked on or before the Response Deadline.
- G. **Challenges to Individual Settlement Award Calculations.** Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Individual Settlement Award as well as all of the information that was used from Defendants' records in order to calculate the Settlement Award, including the Settlement Class Member's number of Workweeks during the Class Period and the number of pay periods worked during the PAGA Period. Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding the number of Workweeks and/or pay periods stated in their Notice Packet, to challenge the data provided. In order to challenge Defendants' data, the Settlement Class Member must provide documentation and/or an explanation demonstrating that Defendants' data is incorrect and evidencing the correct number of Workweeks and or pay periods that the Settlement Class Member believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.
- H. **Right of Defendants to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds ten percent (10%) of the Class, Defendants, at their sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendants shall exercise their revocation rights, if at all, within fourteen (14) days of the deadline for

submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendants exercise their revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendants exercise the right to void the Settlement pursuant to this Paragraph will be paid by Defendants.

I. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

J. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Settlement Class Member's Individual Settlement Awards, the allocation of W-2 wages, and the number of Workweeks and/or pay periods. Where the information submitted by Defendants from their records differs from the information submitted by the Settlement Class Member, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for and amount of any Settlement Award. Such determination shall be binding upon the Settlement Class Member and the Parties.

10. **Final Approval Process.** Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission.** Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, that they have any liability to anyone under the claims asserted in the Action, and that but for this settlement a class should not be certified in this Action. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the

burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Limitation on Public Statements About Settlement.** Defendants, Defendant's Counsel, Plaintiff, and Class Counsel agree to limit public comment on this Settlement, the Action, and the claims to stating that the matter has been resolved to the satisfaction of both Plaintiff and Defendants, except as necessary to give notice to the Class Members, seek approval from the Court, or is legally required to comply with ethical obligations. Plaintiff and Defendants agree not to effectuate or cause any press release, posting, or other comment on this Settlement or its terms to be made. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from posting court-filed documents on their website for viewing by Class Members after Preliminary Approval of the Settlement. Nothing in this provision shall prevent Defendants or Plaintiff from making any required disclosures.

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

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

if to Defendants:

Ian B. Wieland, Esq.  
SAGASER, WATKINS & WIELAND, PC  
5260 North Palm Avenue, Suite 400  
Fresno, CA 93704  
ian@sw2law.com

if to Plaintiff:

Daniel J. Brown, Esq.  
STANSBURY BROWN LAW  
2610 ½ Abbot Kinney Blvd.  
Venice, CA 90291  
dbrown@stansburybrownlaw.com

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

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

17. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.**

a. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendants of any liability or wrongdoing as to Plaintiff, Class Members, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiff's claims do not have merit or that class action is inappropriate.

b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms,

and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.

3. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

4. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.

7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

9. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendants the destruction of all such documents and data.

10. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement



process from the mediation with Mark Keppler on August 25, 2021 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.

16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

**APPROVED AS TO FORM AND CONTENT:**

DATED: Joe Carmona dba J S J Labor Service

By: \_\_\_\_\_  
Joe Carmona

DATED: 2-1-22 Klink Citrus Association

By: \_\_\_\_\_  
Eric Meling

DATED: 02-01-2022 Juvenal Gaona Vargas

By: JUVENAL GAONA  
Plaintiff and Class Representative

**APPROVED AS TO FORM:**

DATED: SAGASER, WATKINS & WIELAND, PC

By: \_\_\_\_\_  
Ian Wieland  
Attorneys for Defendants

DATED: February 1, 2022

STANSBURY BROWN LAW

By: \_\_\_\_\_  
Daniel J. Brown  
Attorneys for Plaintiff

process from the mediation with Mark Keppler on August 25, 2021 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.

16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

**APPROVED AS TO FORM AND CONTENT:**

DATED: 02/02/2022 Joe Carmona dba J S J Labor Service

By: Joe Carmona  
Joe Carmona

DATED: Klink Citrus Association

By: \_\_\_\_\_  
Eric Meling

DATED: 02-01-2022 Juvenal Gaona Vargas

By: JUVENAL GAONA  
Plaintiff and Class Representative

**APPROVED AS TO FORM:**

DATED: 2/2/2022 SAGASER, WATKINS & WIELAND, PC

By: Ian Wieland  
Ian Wieland  
Attorneys for Defendants

DATED: February 1, 2022

STANSBURY BROWN LAW

By: Daniel J. Brown  
Daniel J. Brown  
Attorneys for Plaintiff

## **EXHIBIT A**

## NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

*Juvenal Gaona Vargas v. Joe Carmona dba J S J Labor Service and Klink Citrus Association*

Tulare Superior Court

Case No.: VCU282081

To: All current and former non-exempt employees of Defendant Joe Carmona dba J S J Labor Service who were subject to the requirements of Wage Order 14 and performed work for Defendant Klink Citrus Association in California at any time during the period of February 13, 2016, through October 24, 2021.

### PLEASE READ CAREFULLY

### YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

#### ***Why should you read this Notice?***

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Juvenal Gaona Vargas v. Joe Carmona dba J S J Labor Service and Klink Citrus Association*, Tulare County Superior Court, Case No. VCU282081 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Joe Carmona dba J S J Labor Service and Klink Citrus Association’s (“Defendants”) records show that you were employed by Defendant Joe Carmona dba J S J Labor Service as a non-exempt employee and performed work for Defendant Klink Citrus Association in California at any time from February 13, 2016, through October 24, 2021 (the “Class Period”). Wage Order 14 is a California regulation that sets working conditions for agricultural workers, including workers that harvest agricultural goods on farms owned by Klink Citrus Association. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

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

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

Plaintiff Juvenal Gaona Vargas (“Plaintiff”) brought this Lawsuit against Defendants seeking to assert claims on behalf of a class of all current and former non-exempt employees of Defendant Joe Carmona dba J S J Labor Service who were subject to the requirements of Wage Order 14 and performed work for Defendant Klink Citrus Association in California at any time during the period of February 13, 2016, through October 24, 2021 (“Class Members”). Plaintiff is known as the “Class Representative” and his attorneys, who also represent the interests of all Class Members, are known as “Class Counsel.”

The Lawsuit alleges that Defendants: (i) failed to pay employees all earned minimum and overtime wages, (ii) failed to provide all legally required meal and rest periods, (iii) failed to reimburse for necessary business expenses, (iv) failed to provide accurate and itemized wage statements, (v) failed to timely pay all wages due or final wages due, and as a result of the above-mentioned alleged violations, (vi) engaged in unlawful business practices and (vii) is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Defendants deny that they have done anything wrong. Defendants also deny that they owe Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement is a compromise of disputed claims and should not be considered as an admission of liability on the part of Defendants, by whom all liability is expressly denied.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of the Court not allowing the case to proceed as a class action, the risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

The Court has not ruled on Plaintiff's claims. In granting preliminary approval of the Settlement the Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable. A final determination on whether the Settlement is fair, adequate, and reasonable will be made at the Final Approval hearing.

**Your decision about whether to participate in the Settlement will not affect your employment.** California law and Defendants' policies strictly prohibit unlawful retaliation. Defendants will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of his/her decision to either participate or not participate in the Settlement.

#### ***Who are the Attorneys?***

Attorneys for Plaintiff/Settlement Class:  <b>STANSBURY BROWN LAW</b> Daniel J. Brown dbrown@stansburybrownlaw.com 2610 ½ Abbot Kinney Blvd. Venice, California 90291 Tel: (323) 207-5925 www.stansburybrownlaw.com	Attorneys for Defendants:  <b>SAGASER, WATKINS &amp; WIELAND, PC</b> Ian Wieland ian@sw2law.com 5260 North Palm Avenue, Suite 400 Fresno, California 93704 Tel: (559) 421-7000 www.sagaserlaw.com
---	---

#### ***What are the terms of the Settlement?***

Defendants have agreed to pay \$237,500.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, and the Class Representative's Enhancement Payment.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Maximum Settlement Amount, which is currently estimated at \$79,166.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$20,000.00 in verified costs incurred in connection with the Lawsuit.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$7,750 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an Enhancement Payment in the amount of \$5,000.00 to compensate him for his service and extra work provided on behalf of the Class Members.

Payment to State of California. The Parties have agreed to allocate \$10,000.00 towards the Settlement of the PAGA claims in the Lawsuit. \$7,500 will be paid to the State of California Labor and Workforce Development Agency, representing its 75% share of the civil penalties. The remaining \$2,500 will be allocated and distributed to PAGA Members as part of the Net Settlement Fund described below.

Calculation of Class Members' Settlement Awards. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Fund, which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion Form ("Settlement Class Members") (described below). The Net Settlement Fund is estimated at approximately \$118,083.33, and will be divided as follows:

- (i) \$2,500.00 of the Maximum Settlement Amount has been designated as the "PAGA Amount." Each Class Member who was employed by Joe Carmona dba J S J Labor Service who performed work for Defendant Klink Citrus Association in California at any time during the period of February 13, 2019, through October 24, 2021 ("PAGA Member"), shall receive a portion of the PAGA Amount based on the number of proportionate pay periods that he or she worked during the time period of February 13, 2019, through October 24, 2021 ("PAGA Period").
- (ii) The remainder of the Net Settlement Fund will be distributed to each Settlement Class Member based on the proportionate number of Workweeks (defined as any calendar week in which the Settlement Class Member worked at least one day based on Defendants' records) that he or she worked during the Class Period (February 13, 2016, through October 24, 2021).

Payment of the Settlement. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Class Members for their portion of the PAGA Amount regardless of whether they submit a Request for Exclusion Form. In addition, Settlement Class Members will receive additional compensation as part of their Individual Settlement Awards comprised of their portion of the Net Settlement Fund as described above.

Allocation and Taxes. For tax purposes, each Settlement Award shall be treated as follows: 20% as "wages," for which an IRS Form W-2 will be issued; and 80% as penalties and interest, for which an IRS Form 1099 will be issued. Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of awards they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member will fully release and discharge Defendants, their past and present officers, directors, shareholders, and employees (collectively the "Released Parties") for all claims that were pled or could have been pled based on the factual allegations in the FAC, including: (a) minimum wage violations; (b) failure to pay all overtime wages; (c) meal period violations; (d) rest period violations; (e) failure to reimburse for necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) waiting time penalties; (h) all claims arising out of unfair business practices under Business & Professions Code § 17200, et seq. that could have been premised on the claims that were pled or could have been based on the factual allegations in the FAC; and (i) all claims for civil penalties under the PAGA, that could have been premised on the claims that were pled or could have been based on the factual allegations in the FAC (collectively, the "Released Claims"). For members of the Settlement Class who do not validly opt out, the release period shall run from February 13, 2016, through October 24, 2021 ("Class Period"). All PAGA Members will be deemed to fully release and discharge the Released Parties from any and all Released Claims arising under PAGA regardless of whether a Class Member submits a request for exclusion.

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

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

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of Workweeks you worked during the Class Period and the proportionate number of pay periods you worked during the PAGA Period, as stated in this Notice. You also will be bound by the Settlement, including the release of claims stated above.

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

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of Workweeks you worked during the Class Period and the proportionate number of pay periods you worked during the PAGA Period. The information contained in Defendants' records regarding each of these factors, along with your estimated Individual Settlement Award, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to <<ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will determine whether any adjustments are warranted, and if so, will consult with the Parties and make a determination as to whether an adjustment will be made.

According to Defendants' records:

- (a) you worked for Defendants in California from [REDACTED] to [REDACTED];
- (b) you worked [REDACTED] Workweeks between from February 13, 2016, through October 24, 2021 for Defendants; and
- (c) you worked [REDACTED] pay periods between from February 13, 2019, through October 24, 2021 for Defendants.

Based on the above, your Individual Settlement Award is estimated at \$ [REDACTED]. The lowest Individual Settlement Award to a Settlement Class Member is estimated at \$ [REDACTED]. The highest Individual Settlement Award to a Settlement Class Member is estimated at \$ [REDACTED].

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing the Request for Exclusion Form included with this Notice, and sending it to the Settlement Administrator postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, and your signature.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion Form, shall, upon receipt by the Settlement Administrator, not be a Settlement Class Member. If you exclude yourself, you will still receive your portion of the PAGA Amount if you are a PAGA Member.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may complete the Objection Form or timely submit a written objection directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection must include your name, address, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection, together with any evidence in support of your objection. Objection Forms or written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also object by appearing at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 02 of the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, California 93291. You have the right to appear either in person or through your own attorney at this hearing, although you do not need to appear at the Final Approval Hearing for your objection to be considered. All objections or other correspondence must state the name and number of the case, which is *Juvenal Gaona Vargas v. Joe Carmona dba J S J Labor Service and Klink Citrus Association*, Tulare County Superior Court, Case No. VCU282081.

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

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

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 02 of the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, California 93291. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Payment to the Class Representative. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

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

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, California 93291, during regular court hours. This case is assigned to Department 02 of the County Civic Center Courthouse, located at 221 S. Mooney Blvd., Visalia, California 93291. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Daniel J. Brown in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on <<<DATE PRELIMINARY APPROVAL MOTION FILED>>>. You may also view the Settlement Agreement, complaint, and other relevant documents by going to the website: [Phoenixclassaction.com/GaonaVargasJSJ](http://Phoenixclassaction.com/GaonaVargasJSJ). You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

***REMINDER AS TO TIME LIMITS***

The deadline for submitting a Request for Exclusion Form, Objection Form, or any dispute is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

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



## **EXHIBIT B**

**REQUEST FOR EXCLUSION FORM**

***Juvenal Gaona Vargas v. Joe Carmona dba J S J Labor Service and Klink Citrus Association***  
**TULARE COUNTY SUPERIOR COURT**  
**Case No. VCU282081**

**IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MAY COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:**

<p><b>PHOENIX SETTLEMENT ADMINISTRATORS</b> <b><i>Juvenal Gaona Vargas v. Joe Carmona dba J S J Labor Service and Klink Citrus Association</i></b> <b>SETTLEMENT ADMINISTRATOR</b> <b>ADDRESS</b> <b>ADDRESS</b> <b>PHONE</b> <b>FAX</b></p>
--

**DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Juvenal Gaona Vargas v. Joe Carmona dba J S J Labor Service and Klink Citrus Association*, Tulare County Superior Court, Case No. VCU282081.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *JUVENAL GAONA VARGAS V. JOE CARMONA DBA J S J LABOR SERVICE AND KLINK CITRUS ASSOCIATION* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS OF THIS LAWSUIT.

---

Name Telephone Number

---

Address

---

Date Signature

## **EXHIBIT C**

## **OBJECTION FORM**

*Juvenal Gaona Vargas v. Joe Carmona dba J S J Labor Service and Klink Citrus Association*  
Tulare Superior Court  
Case No. VCU282081

All objections must be mailed or delivered to the Settlement Administrator, Phoenix Settlement Administrators at <<INSERT ADMINISTRATOR CONTACT INFO>> on or before <<RESPONSE DEADLINE>>. All objections must be postmarked on or before <<RESPONSE DEADLINE>>.

### **Objecting Settlement Class Member Information:**

---

Name

---

Telephone Number

---

Address

---

Date

---

Signature

### **Describe the Nature of Each Objection and Please Attach Additional Pages if Necessary:**

---

---

---

---

---

---

---

---

---

---

**EXHIBIT 2**



Daniel Brown <[dbrown@stansburybrownlaw.com](mailto:dbrown@stansburybrownlaw.com)>

---

## Thank you for your Proposed Settlement Submission

1 message

---

**DIR PAGA Unit** <[lwdadonotreply@dir.ca.gov](mailto:lwdadonotreply@dir.ca.gov)>  
To: [dbrown@stansburybrownlaw.com](mailto:dbrown@stansburybrownlaw.com)

Wed, Feb 2, 2022 at 8:13 AM

02/02/2022 08:12:54 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)