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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

	)	CASE NO. 19-cv-00817-EMC
OMAR HERNANDEZ HERNANDEZ, and	)	
ANTONIO HERNANDEZ SANTIAGO on behalf of	)	
themselves and other aggrieved employees,	)	STIPULATION OF SETTLEMENT
	)	
Plaintiffs,	)	
	)	
vs.	)	
DUTTON RANCH CORPORATION, STEVE	)	
DUTTON and Does 1 through 40, INCLUSIVE,	)	
	)	
Defendants.	)	

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10 Attorneys for Defendants

1 This Stipulation of Settlement is made by and between Omar Hernandez Hernandez and
2 Antonio Hernandez Santiago (“Named Plaintiffs”), on their own behalf and on behalf of all
3 members of the PAGA and FLSA Groups, as defined below, and Dutton Ranch Corp. and Steve
4 Dutton, (collectively “Defendants”), in the lawsuit in the Northern District of California entitled
5 *Hernandez et al. v. Dutton Ranch Corp.* et al. filed on December 5, 2018, Case No. 19-cv-00817-
6 EMC.

7 **I. DEFINITIONS**

8 1. **Administrative Costs.** All administrative costs of settlement, including cost of
9 notice to the PAGA Group, FLSA Collective Members, administration, and any fees and costs
10 incurred or charged by the Settlement Administrator in connection with the execution of its
11 duties under this Stipulation of Settlement.

12 2. **Agreement.** The terms “Agreement” or “Settlement Agreement” are used
13 synonymously herein to mean this Stipulation of Settlement for purposes of Resolution.

14 3. **Plaintiffs’ Counsel.** The term “Plaintiffs’ Counsel” as used herein means:
15 California Rural Legal Assistance, Inc., who are counsel for Omar Hernandez Hernandez, and
16 Rukin Hyland & Riffin, who are counsel for both Named Plaintiffs.

17 4. **PAGA Period.** The term “PAGA Period” shall refer to the time period from July
18 30, 2017 to the date the Court approves the PAGA portion of the settlement.

19 5. **FLSA Period.** The term “FLSA Period” shall refer to the time period from
20 October 12, 2016 to the date the Court approves the FLSA portion of the settlement.

21 6. **Court.** The term “Court” as used herein means the United States District Court
22 for the Northern District of California.

23 7. **Date of Final Approval.** The terms “Date of Final Approval” or “Final
24 Approval” as used herein to mean the date the Court has entered an order finally approving the
25 terms and conditions of this Settlement Agreement..

26 8. **Defendants.** The term “Defendants” as used herein means: Dutton Ranch Corp.
27 and Steve Dutton.
28

1 9. **Gross Settlement Amount.** The term “Gross Settlement Amount” as used herein
2 means any and all payments and disbursements associated with the Settlement of any PAGA
3 payments, distributions to FLSA Collective Members, representative incentive awards to the
4 Named Plaintiffs, any and all costs associated with administration and distribution of the
5 settlement fund, and Named Plaintiffs and Plaintiffs’ counsel’s attorney fees and costs.

6 10. **Litigation.** The term “Litigation” as used herein means Plaintiffs’ PAGA and
7 FLSA claims (Nineteenth Cause of Action and Twenty-Second Cause of Action) as described in
8 Plaintiffs’ Third Amended Complaint, Dkt. 51, filed in the U.S. District Court for the Northern
9 District of California, Case No. 19-cv-00817-EMC.

10 11. **Named Plaintiffs.** The term “Named Plaintiffs” as used herein means Omar
11 Hernandez Hernandez and Antonio Hernandez Santiago. The term Named Plaintiffs shall be
12 used synonymously with the term “PAGA representatives.”

13 12. **Net Settlement Amount.** The term “Net Settlement Amount” as used herein
14 means the Gross Settlement Amount less all Plaintiffs’ counsel’s attorneys’ fees and costs,
15 representative incentive awards to Named Plaintiffs, and Administrative Costs, all as approved
16 by the Court. The Net Settlement Amount shall be allocated 2/3 (66.67%) to PAGA Group and
17 1/3 (33.33%) to the FLSA Group.

18 13. **Operative Complaint** means the pleadings described in Paragraph 26 of this
19 Agreement.

20 14. **PAGA Letters** means the letters described in Paragraph 25 of this Agreement.

21 15. **PAGA Group Settlement Amount.** The term “PAGA Group Settlement
22 Amount” as used herein shall mean twenty-five percent (25%) of the 2/3 Net Settlement Amount
23 apportioned to the PAGA Group.

24 16. **LWDA Payment.** The term ‘LWDA Payment’ as used herein means seventy-five
25 percent (75%) of 2/3 of the Net Settlement Amount apportioned to the PAGA Group.

26 17. **Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include
27 payments made to the PAGA Group or the FLSA Group as part of the Resolution.

1 18. **Resolution.** The term “Resolution” as used herein means this Agreement to
2 resolve the Litigation.

3 19. **Settlement Administrator.** The term “Settlement Administrator” as used herein
4 means CPT Group, Inc.

5 20. **Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are
6 used synonymously herein to means this Stipulation of Settlement for purposes of Resolution.

7 21. **Settlement Amount.** The terms “Settlement Amount” and “Gross Settlement
8 Amount” as used herein mean a fund in the sum of five hundred and twenty five thousand dollars
9 and zero cents (\$525,000) which shall be paid by Defendants, and from which all Net Settlement
10 Payments, Court approved attorneys' fees and litigation costs pursuant to paragraphs 52-53,
11 Administrative Costs pursuant to paragraph 41, enhancement to Named Plaintiffs pursuant to
12 paragraph 54, and distribution to the LWDA pursuant to paragraph 51 shall be paid, except as
13 provided herein

14 22. **PAGA Group.** The “PAGA Group” is defined as: All field worker employees
15 who worked for Defendant Dutton Ranch Corp. in California from July 30, 2017, to the date the
16 Court approves the PAGA portion of the Settlement. Both Named Plaintiffs are representing this
17 Group.

18 23. **FLSA Collective Members.** The “FLSA Collective Members” are defined as: All
19 field worker employees who were employed as pursuant to an H-2A visa by Defendant Dutton
20 Ranch Corp. in California for the period starting October 12, 2016, to the date the Court
21 approves the FLSA portion of the Settlement.

22 24. **FLSA Group.** The “FLSA Group” is defined as FLSA Collective Members who
23 have also opted-in to the Litigation. Plaintiff Omar Hernandez Hernandez represents this Group.

24 **II. BACKGROUND**

25 25. On July 30, 2018, Plaintiff Omar Hernandez Hernandez filed a PAGA claim with
26 the LWDA against Defendant. On November 21, 2018, Plaintiff Antonio Hernandez Santiago
27 filed a supplemental PAGA claim with the LWDA against Defendant. On January 28, 2020,
28 Plaintiffs filed an amended PAGA claim with the LWDA against defendant Steve Dutton.

1 26. On or about December 5, 2018, Named Plaintiffs filed a complaint in the Superior
2 Court of California for the County of Sonoma against Dutton Ranch Corporation, which included
3 PAGA claims by Plaintiff Omar Hernandez Hernandez. On February 4, 2019, Named Plaintiffs
4 filed a First Amended Complaint, which added PAGA claims by Plaintiff Antonio Hernandez
5 Santiago. Defendant removed that case to the Northern District of California. On April 23,
6 2019, Named Plaintiffs filed a Second Amended Complaint, which added a FLSA claim for
7 unpaid minimum wage to the complaint. On June 29, 2020, Named Plaintiffs filed a Third
8 Amended Complaint, which added Steve Dutton as an individual defendant to the complaint,
9 including the PAGA claims. Defendants have denied all allegations.

10 27. Following the filing of the complaint, the Parties met and conferred through their
11 counsel and agreed to exchange informal discovery and to engage in private mediation on
12 November 18, 2019. This mediation was unsuccessful. The Parties continued to litigate,
13 including engaging in formal discovery.

14 28. On March 13, 2020 (Dkt. 38), the Court granted conditional certification of
15 Plaintiff Omar Hernandez's FLSA collective action claim and ordered notice to be sent to the
16 FLSA Collective Members. Notice mailing occurred on June 1, 2020 and August 6, 2020.

17 29. On September 11, 2020, the Parties attended a second mediation with mediator
18 Tripper Ortman during which the parties reached a resolution of the matter, subject to the
19 approval of the Court and finalization of a formal Stipulation of Settlement. The parties have
20 now entered into a more detailed, formalized Settlement Agreement for submission to the Court
21 for Final Approval.

22 30. Plaintiffs' Counsel has conducted an investigation of the law and facts relating to
23 the claims asserted in the Litigation and has concluded, taking into account the sharply contested
24 issues involved, the expense and time necessary to pursue the Litigation through trial and any
25 appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
26 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by
27 the Named Plaintiffs, the State of California, and the members of the PAGA and FLSA Group
28 pursuant to this Agreement, that a settlement with Defendants on the terms and conditions set

1 forth herein is fair, reasonable, adequate, and in the best interests of the State of California, the
2 PAGA Group and the FLSA Group. Named Plaintiffs, on their own behalf and as representatives
3 pursuant to PAGA and FLSA agreed to settle the Litigation with Defendants on the terms set
4 forth herein.

5 31. Defendants have concluded that, because of the substantial expense of the
6 Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience
7 involved, and the concomitant disruption to their business operations, it is in its best interest to
8 accept the terms of the Agreement. Defendants deny each of the allegations and claims asserted
9 against it in the Litigation. However, Defendants nevertheless desire to settle the Litigation for
10 the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the
11 purpose of putting to rest the controversies engendered by the Litigation.

12 32. This Agreement is intended to and does effectuate the full, final and complete
13 resolution of the FLSA and PAGA causes of action asserted in in the Litigation by Named
14 Plaintiffs.

15 **III. JURISDICTION**

16 33. The Court has jurisdiction over the Parties and the subject matter of this
17 Litigation. The Litigation includes claims that, while Defendants deny them in their entirety,
18 would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the
19 Court has granted Final Approval of the resolution as required by California Labor Code Section
20 2699(1)(2) and 29 U.S.C. § 216, the Court shall retain jurisdiction of this action solely for the
21 purpose of interpreting, implementing, and enforcing this Resolution consistent with the terms
22 set forth herein, and the Parties and their counsel submit to the jurisdiction of the Court for
23 purposes of interpreting, implementing and enforcing this Agreement and all orders and
24 judgments entered in connection therewith.

25 **IV. STATEMENT OF NO ADMISSION**

26 34. Defendants deny liability to Named Plaintiffs and to the State of California
27 (including any member of the PAGA or FLSA Group) upon any claim or cause of action. This
28 Agreement does not constitute, and is not intended to constitute, an admission by Defendants as

1 to the merit, validity, or accuracy of any of the allegations or claims made against them in the
2 Litigation.

3 35. Nothing in this Agreement, nor any action taken in implementation thereof, nor
4 any statements, discussions or communications, nor any materials prepared, exchanged, issued or
5 used during the course of the negotiations leading to this Agreement or the Resolution, is
6 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
7 used or be admissible in any way in this case or any other judicial, arbitral, administrative,
8 investigative or other forum or proceeding as evidence of any violation of any federal, state, or
9 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law
10 or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly
11 or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other
12 forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
13 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
14 equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in
15 any proceeding before the Court that has as its purpose the interpretation, implementation, or
16 enforcement of this Agreement, including all proceedings related to approval of the Settlement,
17 or any orders or judgments of the Court entered in connection with the Resolution, and this
18 Agreement may be submitted to the LWDA.

19 36. Nothing in this Agreement will be construed as an admission or
20 acknowledgement of any kind that any group should or would be given collective treatment in
21 the Litigation or in any other action or proceeding. Further, neither this Agreement nor the
22 Court's actions with regard to this Agreement will be admissible in any court or other tribunal
23 regarding the propriety of collective treatment. In the event that this Agreement is not approved
24 by the Judge or any appellate court, is terminated, or otherwise fails to be enforceable, Named
25 Plaintiffs will not be deemed to have waived, limited or affected in any way any claims, rights or
26 remedies in the Litigation, and Defendants will not be deemed to have waived, limited, or
27 affected in any way any of their objections or defenses in the Litigation.

1 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

2 37. **Release of PAGA Claims.** Upon Final Approval by the Court of this Settlement,
3 Named Plaintiffs and the PAGA Group, including their heirs, assigns, and estates, release any
4 and all PAGA claims that were alleged in the Litigation, including the Operative Complaint and
5 PAGA Letters, and any related PAGA claims that could have been asserted based on the same or
6 similar factual allegations, including but not limited to claims for civil penalties under the Private
7 Attorneys General Act of 2004 Cal. Lab. Code § 2698 for violations of the California Labor
8 Code sections 201, 202, 203, 205, 218, 226, 226.7, 558, 1174, 1182.12, 1194, 1197, 1198, 2802,
9 and IWC Wage Order 14-2001, against Defendants, Defendants' officers, directors, employees
10 and all agents thereof (the "PAGA Group Released Claims"). This release extends only to the
11 penalties available through PAGA and does not release the individual claims of the PAGA
12 Group, including any underlying individual claims for unpaid minimum, overtime, or other
13 wages.

14 38. **Release of FLSA Claims.** Upon Final Approval by the Court of this Settlement,
15 Plaintiff Omar Hernandez Hernandez and the FLSA Group, including their heirs, assigns, and
16 estates, hereby voluntarily and knowingly release and forever discharge the FLSA claims alleged
17 in the Litigation, including the Operative Complaint, against Defendants, Defendants' officers,
18 directors, employees and all agents thereof, for unpaid minimum wages, for reimbursement of
19 costs incurred during H-2A workers' first workweek due to hotel costs, transportation and
20 incidental subsistence expenses (i.e. meal costs) related to obtaining their H-2A visa, and for
21 reimbursement of tool expenses (the "FLSA Group Released Claims"). The release only extends
22 to the alleged FLSA claims in the complaint, and any related FLSA claims that could have been
23 asserted based on the same or similar factual allegations, and does not release any underlying
24 state law individual claims, including any underlying state law individual claims for unpaid
25 minimum, overtime or other wages.

26 39. **Released Parties.** The FLSA Released Claims and PAGA Released Claims
27 described in paragraphs 37 and 38 above extend to and release Defendants or any of their
28 predecessors, successors, affiliates, subsidiaries, parent companies, partners, current and past

employees, insurers, agents, consultants, legal representatives, and any other related entities and all of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters (the "Released Parties").

40. **Publicity.** Plaintiffs and Plaintiffs' Counsel agree that they will not issue any press or other media release, including postings on social media, that discloses the identity of Defendants or their owners, officers, directors, agents, or trustees. Should Named Plaintiffs or Plaintiffs' Counsel decide to publicize the terms of the results of this action, they will only do so following the Court's Final Approval of the Settlement and they will limit their description of Defendants as a vineyard in Sonoma County. This media prohibition will not prohibit the Parties from requesting an appropriate form of notice to be distributed by the settlement administrators.

VI. SETTLEMENT ADMINISTRATOR

41. Named Plaintiffs and Defendants, through their respective counsel, have selected CPT Group as the Settlement Administrator to administer the Resolution, which includes but is not limited to distributing and responding to inquiries about the Notice of Resolution and calculating all amounts to be paid from the Net Settlement Fund. Charges and expenses of the Settlement Administrator, estimated to not exceed \$20,000 to cover all costs of claims administrator services (including mailing of notice, establishing a toll-free number, and answering collective action members' questions and processing their opt-ins), will be paid from the Gross Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the allocated \$20,000 will come from the Gross Settlement Amount. If the actual Settlement Administrator fees are less than the Parties' estimation, the difference between the actual and estimated Settlement Administrator fees will be included in the Net Settlement Amount.

VII. FLSA OPT-IN PERIOD AND NOTICE

42. **Notice to FLSA Collective to Opt-In.** Named Plaintiffs and Defendants, through their respective attorneys, have jointly prepared a Notice of Right to Opt-In to Settlement of Lawsuit regarding the FLSA claim (the "FLSA Notice"), in the form attached hereto as Exhibit "A." The FLSA Notice to FLSA Collective Members is to be distributed by

1 First Class Mail to last known addresses on file with Defendant (with one skip trace to be
2 performed by Settlement Administrator) and by electronic notice via WhatsApp for FLSA
3 collective members for whom Defendant has cell phone numbers, regardless of whether those
4 FLSA collective members are located in Mexico, the United States, or elsewhere. As soon as
5 practicable following preliminary approval of the Resolution, but no later than fifteen (15)
6 calendar days after the Court's preliminary approval, Defendants will provide to the Settlement
7 Administrator the following information about each FLSA Collective Member: (1) name; (2)
8 current address (3) last known home address; (4) cell phone number (5) email (6) preferred
9 method of communication if known and (7) dates of employment.

10 43. Within 15 days after the Settlement Administrator's receipt of the FLSA
11 Collective members' contact information and dates of employment, the Settlement Administrator
12 will send the FLSA Notice to FLSA Collective Members as set forth in paragraph 42 to this
13 Agreement.

14 44. FLSA Collective Members who have not already opted-in to the lawsuit, shall
15 have 60 days from the date of the Notice to opt-in to the settlement. If FLSA Collective
16 Members do not opt-in, they will not be considered part of the Settlement Agreement, they will
17 not receive any of the Net Settlement Fund allocated to the FLSA Released Claims, and they will
18 not be bound by the Release for the FLSA Group set forth above. Neither party shall attempt to
19 affirmatively contact FLSA Collective Members or the PAGA Group before or during the 60-
20 day opt-in period, except with the written consent of the other party through the Settlement
21 Administrator. This limitation, however, does not apply to those FLSA Collective Members who
22 have opted in as part of the Court's March 13, 2020, conditional certification order and notice,
23 who Plaintiffs' counsel represents for purposes of their FLSA claims, and who Plaintiffs' counsel
24 may contact as part of that representation. Both parties and their counsel may respond to requests
25 or inquiries received from FLSA Collective Members or the PAGA Group.

26 45. **Payment Distribution and Notice of Resolution.** Within 15 days of the Date of
27 Final Approval, Defendants will provide the Settlement Administrator with an updated list of
28 individuals in the PAGA Group and the FLSA Group with their updated contact information.

1 **46. Delivery of Funds to Settlement Administrator.** Within forty-five (45)
2 calendar days of the Date of Final Approval, Defendants shall deposit the Gross Settlement
3 Amount in a Qualified Settlement Fund maintained by the Settlement Administrator.

4 **47. Distribution of the Funds** Within 15 days after receipt of Defendants' payment
5 to fund the Settlement as provided in this Settlement Agreement, the Settlement Administrator
6 will make individual payments to individuals in the FLSA Group and the PAGA Group who are
7 in the United States by check sent by first class mail. The payment will be accompanied by the
8 PAGA enclosure letter (the "PAGA Enclosure Letter"), attached hereto as Exhibit "B." Within
9 30 days of Final Approval, the Settlement Administrator will transfer the amounts owed to the
10 FLSA and PAGA Groups to a Bansefi account at Citibank. CPT Group will contact the FLSA
11 and PAGA Groups to notify them that their funds are available for pickup, which will be
12 accompanied by the PAGA Enclosure Letter. CPT Group will provide each Group member with
13 the information necessary to retrieve their funds from the nearest Bansefi branch location. This
14 information will be communicated to Mexico-based class members after Final Approval.

15 The cost of transferring payments to PAGA Group and FLSA Group members in Mexico
16 will be paid from the settlement allocation to Administrative Costs.

17 **VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

18 **48. Distribution Formula: FLSA Group.** Members of the FLSA Group will receive
19 a lump sum payment as good and valuable consideration for the waiver and release of claims set
20 forth in paragraph 38, above, not to exceed 1/3 of the Net Settlement Amount (the "FLSA
21 Settlement"). Any amounts allocated to the settlement of the FLSA claims and not claimed by
22 individuals in the FLSA Group shall be redistributed to participating individuals in the FLSA
23 Group, up to a maximum amount. The minimum payment amount will be determined by
24 dividing the FLSA Settlement by the total number of first work weeks for all FLSA Collective
25 Members worked during the FLSA Period ("First-Work-Week Amount") and then multiplying
26 the First-Work-Week Amount by the number of first works weeks worked by each FLSA
27 Collective Member. There will be a second calculation of funds based on the total number of
28 participating individuals in the FLSA Group. As part of this second calculation, no participating

FLSA Group member shall receive more than the FLSA Group member's total proportionate share of \$228,956 divided by all total first work weeks of all FLSA Collective Members (i.e. the FLSA Group member's proportionate share of the maximum value of the FLSA claim as calculated by Plaintiffs' counsel). The balance of the FLSA funds not redistributed will be applied to the Net Settlement Amount allocated to the PAGA portion of the settlement detailed in paragraph 49.

49. **Distribution Formula: PAGA Group.** Members of the PAGA Group will receive a lump sum payment as good and valuable consideration for the waiver and release of claims set forth in paragraph 37, above, in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement. The lump sum payment to each member of the PAGA Group will be calculated after the FLSA allocation has been calculated in paragraph 48 and the remainder of the funds returned back to the Net Settlement. The payment amount will be determined by dividing the PAGA Group Settlement Amount by the total number of work weeks during which members of the PAGA Group were employed by Defendant Dutton Ranch during the PAGA Period (the "Pay Period Amount") and then multiplying the Pay Period Amount by the number of pay periods worked by the individual PAGA Group member. Within 15 days of Final Approval, Defendants shall provide the following information to the Settlement Administrator regarding the PAGA Group: (1) name; (2) current address (3) last known home address; (4) cell phone number (5) email (6) preferred method of communication if known and (7) dates of employment.

50. **Issuance of Funds.** Settlement checks will specifically indicate that they are void if not negotiated within one hundred eighty (180) days of their issuance. Any settlement checks or amounts that remain uncashed or unclaimed one hundred eighty (180) or more calendar days after issuance by the Settlement Administrators shall be voided. The Settlement Administrators will remit the entire amount of each FLSA or PAGA Group member's uncashed or unclaimed Net Settlement Payment to the California State Controller's Office in the name of the FLSA or PAGA Group member to whom the uncashed or unclaimed Net Settlement Payment was addressed.

1 51. **Time for Distribution of the Enhancement to Named Plaintiff, Attorney Fees,**
2 **Costs, and LWDA Payment.** The Settlement Administrator shall cause the Court approved
3 enhancement to Named Plaintiffs, attorney's fees and litigation costs, and LWDA Payment to be
4 paid at the same time and manner as the Settlement Payments to the FLSA Group and PAGA
5 Group.

6 **IX. PLAINTIFF'S COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

7 52. Defendants shall not oppose an application by Plaintiffs' Counsel for, and
8 Plaintiffs' Counsel shall not seek or receive an amount in excess of One Hundred Seventy-Three
9 Thousand Two Hundred Fifty Dollars and Zero Cents (\$173,250.00) which represents 33% of
10 the Gross Settlement Amount for all past and future attorneys' fees necessary to prosecute, settle
11 and administer the Litigation and this Resolution. Additionally, Defendants shall not oppose an
12 application by Plaintiffs' Counsel for, and Plaintiffs' Counsel shall not seek or receive an amount
13 in excess of, Twenty Thousand Dollars (\$20,000.00) from the Gross Settlement Amount to cover
14 Plaintiffs' counsel's actual and documented Litigation costs.

15 53. Should the Court approve a lesser percentage or amount of fees and/or Litigation
16 costs than the amount that Plaintiff's Counsel ultimately seeks, then the unapproved portion or
17 portions shall revert to the Net Settlement Amount.

18 **X. ENHANCEMENT TO NAMED PLAINTIFF**

19 54. Defendants shall not oppose an application by Named Plaintiffs, and Named
20 Plaintiffs shall not seek or receive an amount in excess of Seven Thousand Dollars (\$7,000.00)
21 each for their participation in and assistance with the Litigation. Any enhancement awarded to
22 Named Plaintiffs by the Court shall be deducted from the Gross Settlement Amount for the
23 purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If
24 the Court approves an enhancement of less than Seven Thousand Dollars (\$7,000.00) each to
25 Named Plaintiffs, then the unapproved portion or portions shall revert into the Net Settlement
26 Amount.

1 **XI. TAXATION AND ALLOCATION**

2 55. For withholding tax characterization purposes and payment of taxes, the Net
3 Settlement Amount shall be deemed and is allocated by the Parties as follows (“Net Settlement
4 Allocation”):

- 5 a. Disbursements will be treated as 80% 1099 and 20% W-2 for the FLSA Group.
6 Disbursements will be treated as 100% 1099 for the PAGA Group.
7 b. Incentive payments to Plaintiffs will be treated as 1099 payments.
8 c. Plaintiffs, FLSA Group and PAGA Group members shall be solely responsible for
9 taxes associated with 1099 payments.
10 d. All FLSA and PAGA Group members may receive an IRS Form 1099 for their
11 portion of the settlement, if deemed required by the Settlement Administrator (in
12 compliance with IRS guidelines).

13 56. Defendants shall pay its share of the payroll taxes related to the portion of the
14 settlement payment attributable to wages, which shall be paid separately and in addition to the
15 Gross Settlement Amount.

16 **XII. COURT APPROVAL**

17 57. This Agreement and the Resolution is contingent upon Final Approval by the
18 Court. Named Plaintiffs and Defendants agree to take all steps as may be reasonably necessary to
19 secure Final Approval of the Resolution, to the extent not inconsistent with the terms of this
20 Agreement, and will not take any action adverse to each other in obtaining Final Court Approval
21 of the Resolution in all respects.

22 **XIII. APPRISAL AND CERTIFICAITON BY THE SETTLEMENT ADMINISTRATOR**

23 58. The Settlement Administrator shall keep Plaintiffs’ Counsel and Defendants’
24 Counsel apprised of all distributions from the Settlement Amount. Upon completion of
25 administration of the Resolution, the Settlement Administrator shall provide written certification
26 of such completion to Plaintiffs’ Counsel and Defendants’ Counsel. The Settlement
27 Administrator shall also provide Plaintiffs’ Counsel and Defendants’ Counsel with a final
28 accounting, including the payees’ employee ID numbers and Net Settlement Payments.

1 **XIV. AFFIRMATIVE RELIEF**

2 59. Dutton Ranch Corp. confirms that it is its policy is to provide field workers with
3 45-minute meal breaks within the workers' first five hours of work. Dutton Ranch Corp. further
4 confirms that it is its policy to provide 15-minute rest breaks for every 4 hours of work or major
5 fraction thereof. Dutton Ranch Corp. also confirms that it no longer employs workers for second
6 paycheck work – i.e. work that occurred after workers' regular shift for which a separate
7 paycheck was issued.

8 60. Provision of Necessary Tools: Dutton Ranch Corp. agrees to provide all the tools
9 necessary to their employees for the performance of their job. Dutton Ranch Corp. agrees that it
10 will require its foreman and/or supervisors to bring all the necessary tools to the work location.
11 These tools include but are not limited to: sheers (large and small), hand saws, safety glasses,
12 gloves, sharpening stones, headlamps, knives, appropriate tool holsters, trays/containers for the
13 collection grapes, and containers for collection of apples. Dutton Ranch Corp. agrees to include
14 in its employee handbook an explanation that all necessary tools will be provided free of charge
15 to Dutton Ranch employees.

16 61. Distribution of policies in Spanish to all employees: Dutton Ranch has confirmed
17 and agrees to draft a handbook for workers that will address the following rights:

- 18 a. A full description of the right to full and adequate meal and rest periods in
19 accordance with State law.
- 20 b. A full description of the right to receive compensation for all time worked at the
21 appropriate rate. The handbook shall describe that "hours worked" includes all
22 time an employee must be on duty, or on the employer's premises or at any other
23 prescribed place of work. Also included is any additional time the employee is
24 allowed (i.e., suffered or permitted) to work.

25 62. H-2A Specific Relief:

- 26 a. Dutton Ranch agrees to inform H-2A workers verbally and in writing at the time
27 of hire, that free company-provided transportation is available to all workers
28 living in employer-provided housing.

b. Dutton Ranch agrees to inform H-2A workers verbally and in writing at the time of hire, regarding their rights to reimbursement for travel and subsistence expenses pursuant to 20 CFR § 655.122 (h)(1)-(2) and H-2A contractual provisions. Dutton Ranch agrees to include an explanation of these rights including that upon completion of 50 percent of the work contract period, workers will be reimbursed for reasonable costs incurred to the place of employment for transportation and subsistence (lodging incurred on the employer's behalf and meals), that upon completion of the work contract, and that they will be provided or paid for return transportation and subsistence.

XIV. MISCELLANEOUS PROVISIONS

63. **Stay of Litigation.** Named Plaintiffs and Defendants agree to the stay of all discovery in the Litigation, pending Approval of the Resolution by the Court.

64. **Interpretation of the Agreement.** This Agreement constitutes the entire agreement between Named Plaintiffs and Defendants regarding settlement of the FLSA and PAGA causes of action in the Litigation. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively by the Court as set forth in paragraph 33, and Named Plaintiffs and Defendants hereby consent to the personal jurisdiction of the Judge over them solely in connection therewith.

65. Named Plaintiffs, on their own behalf and on behalf of the FLSA and PAGA Groups, and Defendants participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Named Plaintiffs nor Defendants may claim that any ambiguity in this Agreement should be construed

1 against the other.

2 66. The terms and conditions of this Agreement constitute the exclusive and final
3 understanding and expression of all agreements between Named Plaintiffs and Defendants with
4 respect to the Resolution of the FLSA and PAGA causes of action in this Litigation. The
5 Agreement may be modified only by a writing signed by counsel for all Parties or their
6 successors-in-interest.

7 67. **Further Cooperation.** Named Plaintiffs and Defendants and their respective
8 attorneys shall proceed diligently to prepare and execute all documents, to seek Approval from
9 the Court, and to do all things reasonably necessary or convenient to consummate the Agreement
10 as expeditiously as possible.

11 68. **Confidentiality of Documents.** Named Plaintiffs, the Settlement Administrator,
12 and Plaintiffs' Counsel shall maintain the confidentiality of all non-publicly filed documents,
13 deposition transcripts, declarations and other information obtained in the lawsuit, unless
14 necessary for appeal or such documents are ordered to be disclosed by the Judge or by a
15 subpoena.

16 69. **Counterparts.** The Agreement may be executed in one or more actual or non-
17 original counterparts, all of which will be considered one and the same instrument and all of
18 which will be considered duplicate originals.

19 70. **Authority.** Each individual signing below warrants that he or she has the
20 authority to execute this Agreement on behalf of the party for whom or which that individual
21 signs.

22 71. **No Third Party Beneficiaries.** Named Plaintiffs, the State of California,
23 members of the PAGA and FLSA Groups, and Defendants, Defendants' officers, directors,
24 employees and all agents thereof are direct beneficiaries of this Agreement, but there are no third
25 party beneficiaries.

26 72. **Deadlines Falling on Weekends or Holidays.** To the extent that any deadline
27 set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be
28 continued until the following business day.

73. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiffs' Counsel, on behalf of the Parties and the PAGA and FLSA Groups, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

74. **Escalator Clause.** Defendants estimate the PAGA Group consists of approximately 17,298 workweeks and 205 employees, and this estimate serves as the basis for Named Plaintiffs accepting the settlement. Should the workweeks increase by more than 0% the payout will increase proportionally over the 0% increase (i.e. meaning if the pay periods increase 11 % the settlement will increase by $1-0 = 1\%$). Defendants agree to provide updated workweek numbers in advance of the deadline to file a motion approving this Settlement.

75. **Defendants' Fees and Costs.** All of Defendants' own legal fees, costs and expenses incurred in this Litigation shall be borne by Defendants.

APPROVED AS TO CONTENT

Dated: December ____, 2020

Omar Hernandez Hernandez

Dated: December ____, 2020

Antonio Hernandez Santiago

Dated: December ____, 2020

By: Steve Dutton, President

For: Dutton Ranch Corp.

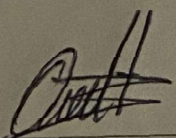
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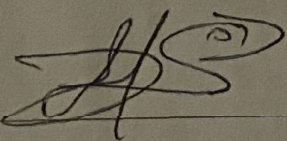
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16 APPROVED AS TO CONTENT

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18 Dated: December 18, 2020



Omar Hernandez Hernandez

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20
21 Dated: December 18, 2020



Antonio Hernandez Santiago

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23
24
25 Dated: December ____, 2020

By: Steve Dutton, President
For: Dutton Ranch Corp.

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73. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiffs' Counsel, on behalf of the Parties and the PAGA and FLSA Groups, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

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75. **Defendants' Fees and Costs.** All of Defendants' own legal fees, costs and expenses incurred in this Litigation shall be borne by Defendants.

APPROVED AS TO CONTENT

Dated: December ____, 2020 _____
Omar Hernandez Hernandez

Dated: December ____, 2020 _____
Antonio Hernandez Santiago

Dated: December 18, 2020 
By: Steve Dutton, President
For: Dutton Ranch Corp.

Dated: December 18, 2020 
Steve Dutton

APPROVED AS TO FORM

1 Dated: December ____, 2020

2 _____
Steve Dutton

3 APPROVED AS TO FORM

4 Dated: December ~~12/18/2020~~
5 ____

CALIFORNIA RURAL LEGAL
ASSISTANCE, INC.

DocuSigned by:

6 *Josephine Weinberg*
By: _____
7 Josephine Weinberg
8 Ana Vicente de Castro
9 Attorneys for PLAINTIFF OMAR
HERNANDEZ HERNANDEZ

10 Dated: December ~~12/18/2020~~
11 ____

RUKIN HYLAND & RIGGIN LLP

DocuSigned by:

12 *Valerie Brender*
By: _____
13 Valerie Brender
14 Peter Rukin
15 Attorneys for PLAINTIFFS

16 Dated: December ____, 2020

GORDON REES SCULLY
MANSUKHANI, LLP

17
18 By: _____
19 Mollie M. Burks
20 Nicholas A. Deming
21 Attorneys for DEFENDANTS

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Dated: December ____, 2020

Steve Dutton

APPROVED AS TO FORM

Dated: December ____, 2020

CALIFORNIA RURAL LEGAL
ASSISTANCE, INC.

By: _____
Josephine Weinberg
Ana Vicente de Castro
Attorneys for PLAINTIFF OMAR
HERNANDEZ HERNANDEZ

Dated: December ____, 2020

RUKIN HYLAND & RIGGIN LLP

By: _____
Valerie Brender
Peter Rukin
Attorneys for PLAINTIFFS

Dated: December 18, 2020

GORDON REES SCULLY
MANSUKHANI, LLP

By: _____
Mollie M. Burks
Nicholas A. Deming
Attorneys for DEFENDANTS

Exhibit A

NOTICE OF RIGHT TO OPT-IN TO SETTLEMENT OF LAWSUIT

Hernandez et al. v. Dutton Ranch Corporation et al.

Case No. 3:19-cv-00817-EMC

IMPORTANT NOTICE: **TO DUTTON RANCH H-2A FARMWORKERS** **OF RIGHT TO JOIN SETTLEMENT OF LAWSUIT**

Please read carefully. Your legal rights may be affected.

To: ANY AND ALL FARMWORKERS WHO WORKED FOR DUTTON RANCH, CORP. IN CALIFORNIA WITH H-2A WORK VISAS BETWEEN OCTOBER 12, 2016 AND [THE DATE THE COURT PRELIMINARILY APPROVES THE FLSA PORTION OF THE SETTLEMENT]

Re: SETTLEMENT OF LAWSUIT ASSERTING VIOLATIONS OF FEDERAL WAGE LAWS AGAINST DUTTON RANCH CORP.

What is this notice and why did I get it?

The purpose of this Notice is to inform you about your right to participate in a settlement and receive payment.

This notice will (1) inform you of the existence of a collective action lawsuit filed against Dutton Ranch Corp.; (2) to advise you of the settlement that has been approved by the court; (3) advise you of how your rights may be affected by this lawsuit; and (4) instruct you on the procedure for participating in this lawsuit and settlement.

You are receiving this notice because you were identified as a current or former farmworker who worked for Dutton Ranch in California with an H-2A visa (a temporary work visa to work in agriculture) between October 12, 2016 and [the date the Court preliminarily approves the FLSA portion of the Settlement]. This means ***you are eligible to join this lawsuit and receive payment under the settlement.***

What is the lawsuit about?

Plaintiffs (Omar Hernandez Hernandez and Antonio Hernandez Santiago) filed a lawsuit against Dutton Ranch Corp. in the United States District Court for the Northern District of California entitled *Omar Hernandez Hernandez et al. v. Dutton Ranch, et al.* (the "Lawsuit"), 3:19-CV-00817-EMC. Plaintiff Omar Hernandez brought claims under the Fair Labor Standards Act (FLSA) on behalf of himself and other H-2A workers, for unpaid minimum wage claims. This lawsuit claims that Dutton Ranch failed to pay H-2A workers the federal minimum wage during at least their first week of work due to unreimbursed travel and immigration expenses, like costs

for a hotel room in Tijuana, travel from workers' hometowns to Tijuana and other expenses, and unreimbursed tool and equipment expenses (such as sheers, gloves, and safety glasses). The Lawsuit also claims that these wages were brought even further below the federal minimum wage due to off-the-clock work, which included tasks such as preparatory and clean up time to sharpen tools and time spent walking in and out of the fields.

Dutton Ranch denies all of Plaintiff's allegations. In order to avoid the time, expense and uncertainty of additional litigation, the parties have agreed to a settlement of the Lawsuit and payment to eligible current and former employees who choose to participate in the Lawsuit and settlement. The Court on _____, 2020 preliminarily approved the settlement as reasonable. This Notice is being sent as part of the settlement.

What are the terms of the settlement?

Under the settlement, Dutton Ranch Corp will pay up to \$99,240.08 in the aggregate to eligible current and former employees. Individuals who participate in the settlement will receive a payment based on the number of first weeks of work they performed. "First weeks" is counted by the number of times a worker started a contract season with Dutton Ranch and worked at least one week during the period of October 12, 2016 until the date the Court approves the FLSA settlement. For example, a worker who came to Dutton Ranch for three seasons between October 12, 2016 and the present and worked at least one week would have worked for Dutton Ranch for three "first weeks."

This payment will be treated as 80% penalties on an IRS 1099 Form and 20% wages on an IRS W-2 form. You should seek tax advice as you see appropriate regarding the tax and benefits consequences of participating in the Lawsuit.

In addition to the payments to current and former employees participating in this Lawsuit, Dutton Ranch Corp. will separately pay at least \$198,509.93 to resolve Private Attorney General Act, California Labor Code Section 2699 et seq. ("PAGA") claims that were filed, 75% of which will be allocated to the State of California and 25% of which will be allocated to the PAGA Group. You will receive a separate notice at a later date about the PAGA settlement if you are eligible for this payment. The settlement also includes an allotment of \$173,250.00 for attorneys' fees and \$20,000 for costs of litigation to the law firms of California Rural Legal Assistance, Inc. and Rukin Hyland & Riggin LLP, which represent Plaintiff in this Lawsuit. You will not be responsible for any payment to these law firms. Finally, the Settlement provides for \$20,000 to be allocated to administration costs for the settlement administrator, CPT Group and any contracting parties, and \$7,000 in service awards to Plaintiff Omar Hernandez Hernandez for his service in the FLSA and PAGA cases and to Plaintiff Antonio Hernandez Santiago for his service in the PAGA case.

How do I participate in the Settlement to receive payment?

You have a right to join this Lawsuit and participate in the settlement, if you worked as an agricultural field worker harvesting or cultivating crops for Dutton Ranch, Corp. in California with an H-2A visa (a temporary work visa to work in agriculture in the U.S.) at any time between October 12, 2016 and [the date the Court preliminarily approves the FLSA portion of the Settlement].

If you want to join this Lawsuit and participate in the settlement, you must complete and sign the form that is enclosed entitled "Consent to Join, Acceptance of Settlement and Release of Claims." **This form must be received or postmarked by [60 days from date that notice is mailed] in order to join this Lawsuit and be eligible to receive payment under the settlement.**

To submit your form, you must complete, sign, and submit the enclosed form ("Exhibit A") via one of the following ways:

- Send a photo of the signed form by **WhatsApp** to : [Notice Administrator Contact Information];
- Or Send a photo of the signed form by **email** to: [Notice Administrator Contact Information];
- Or Submit the form **through this website** [Notice Administrator Contact Information];
- Or send the form **via mail** to: [Notice Administrator Contact Information];

If you have questions or have trouble filling out or sending the form you may call or contact [settlement administrator] at the contact number on this notice.

Can Dutton Ranch retaliate against me for joining the Lawsuit or participating in the Settlement?

No. Federal and state law prohibit Dutton Ranch from firing you, not hiring you in the future, or taking any other negative employment action against you because you joined the Lawsuit and decided to participate in the settlement.

What happens if I decide to join this lawsuit and participate in the Settlement?

If you join this Lawsuit by returning the "Consent to Join, Acceptance of Settlement and Release of Claims" form and you are eligible, you **WILL** receive a payment. The settlement administrator has calculated that you have worked **XXX** first workweeks. As a result, you will receive at least \$YYY as a payment for the release of your claims.

What happens if I decide not to join this lawsuit?

If you do not join this Lawsuit, you will not be bound by the settlement and you will not receive a payment. If you do not join this Lawsuit, you have a right to file your own lawsuit where such a lawsuit may properly be brought. You also have a right to retain your own legal counsel. Under federal law, any claims for unpaid minimum wages generally must be filed in court or with the government within two years or within three years if the violation was "willful" as defined by law. If a claim is not filed within that time, an employee may be unable to recover that claim in court.

Who should I contact if I am interested in joining or if I have questions?

If you have any questions about this Notice, the Consent to Join, Acceptance of Settlement and Release of Claims form, or the Lawsuit generally, you can contact **[NOTICE ADMINISTRATOR]**

The lawyers for the named Plaintiff and the Opt-in Plaintiffs (those who submit a Consent to Join, Acceptance of Settlement and Release of Claims form) are:

LAWYERS WHO SEEK TO REPRESENT WORKERS:

Josephine Weinberg (jweinberg@crla.org)
Ana Vicente de Castro
California Rural Legal Assistance Inc.
3 Williams Rd.
Salinas, CA 93905
Telephone (within U.S.) (831) 757-5221
Telephone (from Mexico) 00-1-831-757-5221
Fax: (831) 757-6212
WhatsApp: +1 202-702-3053

Valerie Brender
(vbrender@rukinhyland.com)
Peter Rukin
Rukin Hyland & Riggin LLP
1939 Harrison Street, Suite 290
Oakland, CA 94612
Telephone: (415) 421-1800
Fax: (415) 421-1700

The lawyers for Dutton Ranch are:

LAWYERS WHO REPRESENT DUTTON RANCH

Mollie M. Burks

mburks@grsm.com

Nicholas A. Deming

ndeming@grsm.com

GORDON REES SCULLY MANSUKHANI LLP

275 Battery Street, Suite 2000

San Francisco, CA 94111

Telephone: (415) 986-5900

Facsimile: (415) 986-8054

EXHIBIT A: Consent to Join and Acceptance of Settlement and Release of Claims

Omar Hernandez Hernandez et al. v. Dutton Ranch et al, No. 3:19-CV-00817-EMC

I, _____, hereby consent to join the lawsuit *Omar Hernandez Hernandez et al. v. Dutton Ranch et al*, No. 3:19-CV-00817-EMC (N.D. Cal.) (the "Lawsuit") as a party plaintiff to participate in the settlement of the Lawsuit that brought claims against Dutton Ranch Corp., subject to the terms and conditions in the Notice of Right to Opt-In to Settlement of Lawsuit, for violations of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

Release of Claims: By signing below, I, including my heirs, assigns, and estates, hereby release the FLSA claims alleged in the Lawsuit against Dutton Ranch Corp., its predecessors, successors, affiliates, subsidiaries, parent companies, partners, current and past employees, insurers, agents, consultants, legal representatives, and any other related entities and all of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters thereof, for unpaid minimum wages, for reimbursement of costs incurred during H-2A workers' first workweek due to hotel costs, transportation and incidental subsistence expenses (i.e. meal costs) related to obtaining their H-2A visa, and for reimbursement of tool expenses. As a member of this group, you are only releasing FLSA claims. You are not releasing any other claims.

Date:

Signature:

Name: (printed)

Address:

(will be hidden when filed with Court)

Street/Neighborhood

City

State

Postal Code

Phone Number:

(will be hidden when filed with Court)

Choose preferred means to communicate, choose one (will be hidden when filed with Court):

☐ WhatsApp: _____ ☐ Text Message: _____

☐ Email: _____ ☐ Other: _____

IN ORDER TO JOIN THIS CASE, THIS FORM MUST BE COMPLETED AND SUBMITTED TO _____ [NOTICE ADMINISTRATOR] SO THAT IT IS RECEIVED OR POSTMARKED ON OR BEFORE [DATE] (60 DAYS AFTER DATE OF MAILING). You may submit this form through the website [NOTICE ADMINISTRATOR WEBSITE], you may use the pre-addressed, stamped envelope to return your completed form or take a photo of the form and send it via WhatsApp to [NOTICE ADMIN WhatsApp] or via email to [NOTICE ADMIN EMAIL].

Exhibit B

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Omar Hernandez Hernandez v. Dutton Ranch Corp, et al*
U.S. District Court, Northern District of California, Case No. 19-cv-00817-EMC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Check”). This check is your payment from the settlement of a lawsuit entitled *Omar Hernandez Hernandez, et al. v. Dutton Ranch Corp. et al*, Case No. 19-cv-00817-EMC (“Lawsuit”), pending in the United States District Court, Northern District of California (“Court”).

The lawsuit was filed by Omar Hernandez Hernandez and Antonio Hernandez Santiago (“Plaintiffs”), former employees of Dutton Ranch Corp. (“Dutton Ranch”), on behalf of the State of California with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiffs alleged that Dutton Ranch violated multiple provisions of the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay minimum and overtime wages, provide compliant meal and rest periods and associated premium pay, timely pay wages upon termination, provide compliant wage statements, keep requisite payroll records, and reimburse business expenses. Dutton Ranch denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiffs and Dutton Ranch, on behalf of Plaintiffs, the State of California, and the following aggrieved employees: All field worker employees who worked for Defendant in California from July 30, 2017, to the date the Court approves the PAGA portion of the Settlement. (“Aggrieved Employees”).

On <<Effective Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the Aggrieved Employees. You are receiving a portion of the settlement (the enclosed Individual Settlement Check) because you have been identified as an Aggrieved Employee. Your Individual Settlement Check is based on the total number of pay periods that you were issued a wage statement by Dutton Ranch during the period July 30, 2017 to <<Effective Date>>. Records reflect that you had <<#>> pay periods in that time. The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to fully release and forever discharge Releasees from the Covered Claims. The “Releasees” means Dutton Ranch and its predecessors, successors, affiliates, subsidiaries, parent companies, partners, current and past employees, insurers, agents, consultants, legal representatives, and any other related entities and all of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters. The “Covered Claims” means any and all PAGA claims that were alleged in the Lawsuit and/or Notice to the LWDA, and any related PAGA claims that could have been asserted based on the same or similar factual allegations, arising during and/or with respect to the period July 30, 2017 to <<Effective Date>>, including but not limited to claims for civil penalties under the Private Attorneys General Act of 2004 Cal. Lab. Code § 2698 for violations of the California Labor Code sections 201, 202, 203, 205, 218, 226, 226.7, 558, 1174, 1182.12, 1194, 1197, 1198, 2802, and IWC Wage Order 14-2001, and all claims for attorneys’ fees and costs and statutory interest in connection therewith. As a member of this group, you are only releasing California claims for penalties recoverable through the Private Attorneys General Act pursuant to California Labor Code sections 2698-2699. You are not releasing any other claims.

Your Individual Settlement Check or transfer is valid for 180 calendar days from the date of issuance, and if you do not claim, cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual Settlement Check or transfer will be cancelled and the funds will be transmitted to the California State Controller’s Office Unclaimed Property Division, in the name of the Aggrieved Employees whose Individual Settlement Check or transfer is cancelled

and in the respective amount of the cancelled check or transfer.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<**TOLL FREE NUMBER**>>.