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Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

EDUARDO AQUINO RODRIGUEZ,
individually, on a representative basis, and
on behalf of all others similarly situated;

Plaintiff,

vs.

EAT SWEET FARMS, LLC, a California
Limited Liability Company; JDB PRO,
INC., a California Corporation; and DOES
1 through 20, inclusive;

Defendants.

Case No.: 22CV00203
*[Assigned to Hon. Patricia L. Kelly, Dept SM1,
for all purposes]*

**DECLARATION OF SETTLEMENT
ADMINISTRATOR, AMY FRINGER
FOR RUST CONSULTING, INC.**

Hearing
Date: December 18, 2024
Time: 8:30 a.m.
Dept.: SM1

Complaint filed: January 18, 2022

DECLARATION OF AMY FRINGER FOR RUST CONSULTING, INC.

1 I, Amy Fringer, declare as follows:

2 1. I am a Senior Project Manager for Rust Consulting, Inc. ("Rust"). My business
3 address is 920 2nd Ave S, Suite 400, Minneapolis, Minnesota 55402. My telephone number is
4 (952) 245-2597. I am over twenty-one years of age and am authorized to make this declaration
5 on behalf of Rust and myself.

6 2. Rust has extensive experience in class action matters, having provided services in
7 class action settlements involving antitrust, securities fraud, property damage, employment
8 discrimination, employment wage and hour, product liability, insurance and consumer issues.
9 We have provided notification and/or claims administration services in more than 8,500 cases.
10 Of these, over 4,000 were Labor & Employment cases.

11 3. Rust was engaged by Counsel for the Plaintiff and Counsel for the Defendant
12 (collectively the "Parties") to provide notification services in the *Eduardo Aquino Rodriguez, et*
13 *al. vs. Eat Sweet Farms, LLC, et al.* Settlement ("Settlement"). Duties included: a) preparing,
14 printing and mailing of the Court Approved Notice of Class Action Settlement and Hearing Date
15 for Final Court Approval in English and Spanish ("Class Notice"); b) tracking of exclusions,
16 objections and disputes; c) drafting and mailing Settlement Award checks; d) arrange for the
17 creation and maintenance of a publicly available website; and e) for such other tasks as the
18 Parties mutually agree or the Court orders Rust to perform.

19 4. Rust obtained a mailing address of Aquino v Eat Sweet Settlement Administrator,
20 c/o Rust Consulting, Inc. - 8737, P.O. Box 2396, Faribault, Minnesota 55021-9096 to receive
21 exclusions, objections, disputes, undeliverable Class Notices and other communications
22 regarding the Settlement.

23 5. Rust obtained a toll-free telephone number of (833) 993-0035 for Class Members
24 to call with questions regarding the Settlement. The toll-free telephone number was included in
25 the Class Notice.

26 6. Rust obtained an email address of info@aquinoveatsweetsettlement.com for
27 receiving communications about the Settlement. The email address was included in the Class
28 Notice.

DECLARATION OF AMY FRINGER FOR RUST CONSULTING, INC.

1 7. Rust obtained a website address of [www.rustconsulting.com/cases/rodriguez-v-](http://www.rustconsulting.com/cases/rodriguez-v-eat-sweet)
2 [eat-sweet](http://www.rustconsulting.com/cases/rodriguez-v-eat-sweet) for the Settlement. The website included a copy of the Class Notice, Proposed Order
3 Granting Preliminary Approval, Order Granting Preliminary Approval, Minute Order, Motion
4 for Preliminary Approval, and Class Action and PAGA Settlement and Release Agreement for
5 viewing, downloading and/or printing and additional information about the Settlement. The
6 website address was included in the Class Notice.

7 8. On or about August 16, 2024, Rust received text for the Class Notice from
8 Counsel. A draft of the formatted Class Notice was prepared, in English and Spanish, by Rust
9 and approved by the Parties. Attached as Exhibit A is a copy of the final Class Notice.

10 9. On or about August 22, 2024, Counsel for the Defendants provided Rust with a
11 mailing list containing Class Member's names, last known addresses, Social Security Numbers
12 and applicable employment information ("Class List"). The Class List contained data for 16,880
13 potential Class Members.

14 10. The mailing addresses contained in the Class List were processed and updated
15 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
16 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In
17 the event that any individual had filed a U.S. Postal Service change of address request, the
18 address listed with the NCOA would be utilized in connection with the mailing of the Class
19 Notice.

20 11. On September 6, 2024, Class Notices were mailed to 16,880 Class Members
21 contained in the Class List via First Class mail. The Class Notice advised Class Members that
22 they could submit an exclusion, objection and/or dispute postmarked by October 21, 2024. A
23 true and correct copy of the Notice in English and Spanish is attached hereto as **Exhibit A**.

24 12. Rust performed 3,644 address traces on Class Notices returned as undeliverable
25 for the first time as of October 21, 2024. The address trace utilizes the Class Member's name,
26 previous address and Social Security Number for locating a current address. Of the 3,644 traces
27 performed, 766 more current addresses were obtained and Class Notices were promptly re-
28 mailed to those Class Members via First Class mail. Of the 3,644 traces performed, Rust did not

DECLARATION OF AMY FRINGER FOR RUST CONSULTING, INC.

1 obtain updated addresses for 2,878 undeliverable Class Notices. Of the 3,644 Class Notices
2 mailed to a more current address identified from trace, 142 Class Notices were returned to Rust
3 as undeliverable a second time. An additional 81 Class Notices were returned as undeliverable
4 after October 21, 2024 and were not traced. As of this date, 3,101 Class Notices remain
5 undeliverable.

6 13. As of this date, 34 Class Notices were returned by the Post Office with
7 forwarding addresses attached. Rust promptly re-mailed Class Notices to those Class Members
8 via First Class mail.

9 14. Re-mailed Class Notices were provided an extended deadline of up to November
10 11, 2024. In total, 3,101 Class Notices have been deemed undeliverable, representing an 82%
11 success rate in mailing the Class Notice.

12 15. As of this date, zero (0) Class Members challenged the number of Workweeks
13 and PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in
14 the Class Notice.

15 16. As of this date, Rust has not received any objections.

16 17. As of this date, Rust has received 86 Request for Exclusions from Class
17 Members. Of the Requests for Exclusion received, 84 were submitted by the law firm of
18 Kingsley Szamet & Ly, who advised that they represent all 84 individuals. One (1) Request for
19 Exclusion was submitted by an individual represented by the law firm of Solouki Savoy. One
20 (1) Request for Exclusion was submitted by the class member on behalf of himself. All 86
21 Requests for Exclusion have been accepted as valid. Attached as **Exhibit B** is a true and correct
22 copy of the Exclusion List.

23 18. Rust was contacted by one (1) individual who was not included in the Class List
24 but believes they should be included as a Class Member. Information on this one (1) individual
25 was provided to the Defendant for research. Defendant was not able to locate the individual in
26 their records and therefore this individual was found not to be a Class Member.

27 19. There are 16,794 Class Members who did not submit timely and valid Requests
28 for Exclusion and are therefore deemed Participating Class Members, representing 99.50% of the

DECLARATION OF AMY FRINGER FOR RUST CONSULTING, INC.

1 Class. Participating Class Members have worked a collective total of 492,510 Work Weeks
2 during the Class Period.

3 20. The Escalator Clause of the Settlement Agreement indicates if the number of
4 Weeks Worked by Class Members during the Class Period increases more than 10% over
5 504,000 Work Weeks (*i.e.* if there are more than 554,400 Work Weeks), then Defendant may
6 either a) increase the Net Settlement Amount in proportion to the increase in Work Weeks over
7 554,400, or b) change the end date of the Class Period to the date on which there were no more
8 than 554,400 Work Weeks. Because the total Work Weeks were less than the threshold, the
9 Escalator Clause was not triggered.

10 21. The Net Settlement Amount of \$1,213,834.94 available to pay Participating Class
11 Members was determined by subtracting the requested Class Counsel attorneys' fees
12 (\$716,666.67), and Class Counsel actual costs (\$17,498.39), requested Service Payment to
13 Plaintiff (\$10,000.00), the PAGA Penalties (\$100,000.00), and the requested Administration
14 Costs (\$92,000.00) from the Gross Settlement Amount (\$2,150,000.00).

15 22. Based upon the calculations, the highest Individual Class Payment to be paid is
16 approximately \$837.96, while the average Individual Class Payment to be paid is approximately
17 \$72.28. Participating Class Members will be issued payment of their Individual Class Payments
18 subject to reduction for the employee's share of taxes and withholdings with respect to the wages
19 portion of the Individual Class Payment. Pursuant to the Settlement, Defendant has agreed to
20 fund the employer-side taxes due on the wage portion of the Individual Class Payment separately
21 and apart from the Gross Settlement Amount.

22 23. Additionally, \$100,000.00 of the Gross Settlement Amount has been allocated
23 toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or
24 \$75,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and
25 25%, or \$25,000.00, of which shall be paid to the Aggrieved Employees. There are 10,153
26 Aggrieved Employees who worked during the PAGA Period.

27 24. Rust has agreed to perform all the past and future Administration duties in this
28 case, as set forth in the Settlement Agreement and Orders, in an amount "Not to Exceed"

DECLARATION OF AMY FRINGER FOR RUST CONSULTING, INC.

1 \$92,000.00 which will be paid from the Gross Settlement Amount. Rust's proposal is attached
2 hereto as **Exhibit C**. If the Defendant chooses to fund the Gross Settlement Amount in 2024
3 there will be an additional fee of \$1,250 for an additional year of tax reporting which the
4 Defendant will pay separately and in addition to the Gross Settlement Amount.

5 25. I declare under penalty of perjury that the above is true and correct to the best of
6 my knowledge and that this Declaration was executed this 21st day of November 2024, at Edina,
7 MN.

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10 Amy Fringer
11 AMY FRINGER
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DECLARATION OF AMY FRINGER FOR RUST CONSULTING, INC.

Exhibit A

AQUINO V EAT SWEET SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING INC - 8737
PO BOX 2396
FARIBAULT MN 55021-9096

IMPORTANT LEGAL MATERIALS

Claimant ID #: <<barcode39>>



★ B A R C O D E 3 9 ★ - UAA - <<SequenceNo>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Eduardo Aquino Rodriguez v. Eat Sweet Farms, LLC et al.
(Santa Barbara Superior Court, Case No. 22CV00203)

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Attention: All current and former non-exempt employees who were employed by Eat Sweet Farms, LLC, and JDB Pro, Inc., in California at any time from January 18, 2018, to May 24, 2024 (the "Class Period"), you are a Class Member in a class action settlement.

You may be eligible to receive money as a Class Member in a class action lawsuit ("Action") against Eat Sweet Farms, LLC and JDB Pro, Inc. ("Defendants") for alleged wage and hour violations. The Action was filed by Eduardo Aquino Rodriguez ("Plaintiff" and "Class Representative") and seeks payment of unpaid wages, statutory damages, interest and attorneys' fees on behalf of all Class Members (defined above). Additionally, the Action seeks civil penalties under the California Private Attorney General Act ("PAGA") for all current and former nonexempt employees who were employed by Defendants in California at any time from January 14, 2021, through May 24, 2024 (the "PAGA Period"), who are referred to as "Aggrieved Employees."

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with and continue to comply with all applicable laws. Defendants are settling the Action in order to avoid the further burden and expense of litigation.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and make a payment to the California Labor and Workforce Development Agency ("LWDA").

Name: <<Name1>> Claimant ID: <<claimantID>>

Two Parts	Time Worked	Your Estimated Share
Class Member	<<workweeks>> (Weeks Worked During Class Period)	\$<<classaward>> (Individual Class Payment)
Aggrieved Employee	<<payperiods>> (Pay Periods Worked During PAGA Period)	\$<<pagaaward>> (Individual PAGA Payment)

Based on Defendants' records, your Individual Class Payment (less withholding) and your Individual PAGA Payment (to the extent applicable) are shown in the chart above, along with the Workweeks you are credited with working during the Class Period and PAGA Pay Periods worked during the PAGA Period, according to Defendants' records. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is

stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

If you believe that you worked more time during either period versus what Defendants' records show, you can submit a challenge by <<Deadline>> (the "Response Deadline"). See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you were employed by Defendants during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims and Released PAGA Claims described below.
OPT-OUT (EXCLUDE YOURSELF) RESPONSE DEADLINE: <<DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 6 of this Notice.
OBJECT RESPONSE DEADLINE: <<DEADLINE>>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
DISPUTE YOUR TIME WORKED RESPONSE DEADLINE: <<DEADLINE>>	If you believe that your number of Workweeks listed above is incorrect, you may challenge it. The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The numbers you are credited are shown in the chart on the first page, and are based on Defendants' records. If you disagree with either of these numbers, you must submit a challenge by the deadline. See Section 4 of this Notice.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT ITS NOT REQUIRED

DATE:
DECEMBER 18, 2024
TIME:
8:30 A.M.

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff and Class Representative is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest period premiums, and wages due upon termination, and failing to provide meal periods, rest breaks, reimbursement for expenses, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted claims for unfair and unlawful competition and a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with and continue to comply with all applicable laws. Defendants have agreed to settle the case in order to avoid the burden and expense of further litigation.

Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$2,150,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and payment to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount over the course of three equal payments in 2025 (January, July and December 2025) after the Judgment is entered by the Court and the Settlement becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$716,666.67 (one-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive from the Settlement other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$92,000 (the "Settlement Administrator" or "Administrator") for services administering the Settlement.
 - D. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of PAGA Pay Periods.
 - E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 85% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay, to the Administrator, employer payroll taxes they owe on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, email address or telephone number, and the last four digits of his or her Social Security Number, and which clearly communicates the Class Member is electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants subject to the applicable statute of limitations. Section 9 of this Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged or could have been alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Rust Consulting, Inc. (the “Settlement Administrator” or “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, fully release and forever discharge Defendants and all Released Parties from all claims, causes of action, rights, demands, penalties, costs, and attorneys’ fees arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint, or in any PAGA Notice submitted to the LWDA by Plaintiff, or ascertained in the course of the Action (the “Class Released Claims”). The Class Released Claims include any and all statutory, constitutional, contractual, and/or common law claims arising during the Class Period for wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys’ fees, or litigation costs, including but not limited to claims arising under: California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, or 2802; the California Business and Professions Code section 17200, et seq.; and any IWC Wage Orders. The Class Released Claims include but are not limited to any and all claims arising during the Class Period involving any alleged failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest breaks; failure to provide separate payment for rest and recovery periods and non-productive time; failure to pay vested vacation; failure to reimburse business expenses; failure to timely pay wages or final wages; failure to provide accurate itemized wage statements; failure to maintain employment records; and unfair and unlawful competition. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation or claims based on facts occurring outside the Class Period.

As used herein, “Released Parties” means Defendants and each of their former and present directors, officers, shareholders, partners, principals, consultants, related entities, parents, subsidiaries, managers, owners, members, employees, contractors, fiduciaries, beneficiaries, agents, affiliates, representatives, heirs, executors, attorneys, accountants, insurers, payroll companies, predecessors, successors, and assigns.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Plaintiff and all Class Members (whether Participating or Non-Participating) who are Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the State of California, fully release and forever discharge any and all claims against Defendants and the Released Parties for civil penalties under PAGA arising during the PAGA Period that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, or in any PAGA Notice submitted to the LWDA by Plaintiff, or ascertained in the course of the Action (the "PAGA Released Claims"). The PAGA Released Claims include but are not limited to claims for PAGA penalties arising during the PAGA Period out of alleged violations of Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, or 2802, and any IWC Wage Orders, and any claims for PAGA penalties arising during the PAGA Period out of any alleged failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest breaks; failure to provide separate payment for rest and recovery periods and non-productive time; failure to pay vested vacation; failure to reimburse business expenses; failure to timely pay wages or final wages; failure to provide accurate itemized wage statements; or failure to maintain employment records. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendants and the Released Parties any and all claims for PAGA civil penalties arising during the PAGA Period under the Labor Code or IWC Wage Orders that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, or in any PAGA Notice submitted to the LWDA by Plaintiff, or ascertained in the course of the Action.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek and PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until the Response Deadline to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by submitting a written dispute that: (a) contains the case name and number of the Action; (b) contains the Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Pay Periods during the PAGA Period that he or she contends is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by email or mail, postmarked no later than the Response Deadline. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, checks to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The checks will combine the Individual Class Payment and the Individual PAGA Payment. The Settlement will be funded by Defendants in three payments in 2025 (approximately January 1, 2025, July 31, 2025 and December 1, 2025) assuming the judgment becomes final. Your checks should arrive within 30 days after each payment.
2. Aggrieved Employees Only. If you opt out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, checks for your Individual PAGA Payment and to every other Aggrieved Employee, including those who opt out of the Class Settlement. The Settlement will be funded by Defendants in three payments in 2025 (approximately January 1, 2025, July 31, 2025 and December 1, 2025) assuming the judgment becomes final. Your checks should arrive within 30 days after each payment is received.

Your checks will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written request to be excluded from the Settlement to the Settlement Administrator with your name, present address, email address or telephone number, and the last four digits of your Social Security Number, and which clearly communicates that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded consistent with the above requirements. Be sure to personally sign your request, identify the Action as Eduardo Aquino Rodriguez v. Eat Sweet Farms, LLC et al., and include your identifying information (full name, address, email address or telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by U.S. Mail or email by <<Deadline>> (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the December 18, 2024 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.rustconsulting.com/cases/rodriguez-v-eat-sweet or the Court's website <https://www.santabarbara.courts.ca.gov>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is <<Deadline>> (the "Response Deadline").** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. The Objection must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, telephone number, and last four digits of his or her Social Security Number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing the Class Member with respect to his or her objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. Make sure you identify the Action Eduardo Aquino Rodriguez v. Eat Sweet Farms, LLC and include your name, current address, telephone number, and approximate dates of employment for Defendants. **Send your objection to the Administrator by U.S. Mail or email by the Response Deadline, or it will be invalid.** Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on December 18, 2024 at 8:30 a.m. in Department 1 of the Santa Barbara Superior Court, Cook Division, located at 312-C East Cook St., Santa Maria, CA 93454. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final approval Hearing. You should check the Administrator's website www.rustconsulting.com/cases/rodriguez-v-eat-sweet beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Administrator's website at www.rustconsulting.com/cases/rodriguez-v-eat-sweet. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. The court records are also available to be inspected at any time during regular business hours at the Santa Barbara County Superior Court, located at 312-C East Cook St., Santa Maria, CA 93454.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel:

Brian Mankin, Esq.
brian@lmlfirm.com
Kristina Carlson, Esq.
kristina@lmlfirm.com
Lauby Mankin Lauby LLP
5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444

Mehrdad Bokhour, Esq.
mehrdad@bokhourlaw.com
Bokhour Law Group, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493

Settlement Administrator:

Aquino v Eat Sweet Settlement Administrator
C/O Rust Consulting, Inc. - 8737
PO Box 2396
Faribault, MN 55021-9096
Email Address: info@aquinoveatsweetsettlement.com
Telephone: (833) 993-0035
Website: www.rustconsulting.com/cases/rodriguez-v-eat-sweet

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your checks, you should immediately notify the Administrator if you move or otherwise change your mailing address.

MATERIALES LEGALES IMPORTANTES

Identificación del Reclamante: <<barcode39>>



★ B A R C O D E 3 9 ★ - UAA - <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Name3>>

<<Name4>>

<<Address1>>

<<Address2>>

<<Address3>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

AVISO APROBADO POR EL TRIBUNAL RESPECTO A LA CONCILIACIÓN DE LA DEMANDA COLECTIVA Y FECHA DE AUDIENCIA PARA LA APROBACIÓN DEFINITIVA DEL TRIBUNAL

Eduardo Aquino Rodriguez v. Eat Sweet Farms, LLC et al.
(Tribunal Superior de Santa Bárbara, Caso n.º 22CV00203)

El Tribunal Superior para el estado de California autorizó este Aviso. Léalo con atención.

No se trata de correo basura, correo no deseado, publicidad o solicitud de un abogado. No está siendo demandado.

Atención: Todos los empleados actuales y exempleados no exentos que trabajaron en Eat Sweet Farms, LLC y JDB Pro, Inc., en California, en cualquier momento desde el 18 de enero de 2018 hasta el 24 de mayo de 2024 (el “Período de la demanda colectiva”), usted es un Miembro de la demanda colectiva en una conciliación de demanda colectiva.

Usted puede ser elegible para recibir dinero como Miembro de la demanda colectiva en una demanda colectiva (“Demanda”) contra Eat Sweet Farms, LLC y JDB Pro, Inc. (“Demandados”) por presuntas infracciones a salarios y horas trabajadas. La Demanda fue presentada por Eduardo Aquino Rodriguez (“Demandante” y “Representante de la demanda colectiva”) y solicita el pago de salarios impagos, daños legales, intereses y honorarios de los abogados en nombre de todos los Miembros de la demanda colectiva (definidos anteriormente). Además, la Demanda solicita multas civiles en virtud de la Ley General de Abogados Privados de California (Private Attorney General Act, “PAGA”) para todos los empleados actuales y no exentos que trabajaron para los Demandados en California, en cualquier momento desde el 14 de enero de 2021 hasta el 24 de mayo de 2024 (el “Período de PAGA”), a los que se hace referencia como “Empleados agraviados”

Los Demandados niegan firmemente haber infringido cualquier ley o no pagar los salarios alegados y sostienen que cumplieron y siguen cumpliendo todas las leyes aplicables. Los Demandados están conciliando la Demanda para evitar la carga y los gastos adicionales que generaría un litigio.

La Conciliación propuesta consta de dos partes principales: (1) una Conciliación de la demanda colectiva que requiere que los Demandados financien los Pagos individuales de la demanda colectiva y (2) una Conciliación de PAGA que requiere que los Demandados financien los Pagos individuales de PAGA y realicen un pago a la Agencia de Desarrollo del Trabajo y la Fuerza Laboral (Labor and Workforce Development Agency, LWDA) de California.

Nombre: <<Name1>> Número de identificación del reclamante: <<claimantID>>

Dos partes	Tiempo trabajado	Su participación estimada
Miembro de la demanda colectiva	<<workweeks>> (Semanas trabajadas durante el Período de la demanda colectiva)	\$<<classaward>> (Pago individual de la demanda colectiva)
Empleados agraviados	<<payperiods>> (Períodos de pago trabajados durante el Período de PAGA)	\$<<pagaaward>> (Pagos individuales de PAGA)

En función de los registros de los Demandados, su Pago individual de la demanda (menos la retención) y su Pago individual de PAGA (en la medida en que corresponda) se muestran en el cuadro anterior, junto con las Semanas laborales que se le acreditan trabajando durante el Período de la demanda y los Períodos de pago de la PAGA trabajados durante el Período

de PAGA. La cantidad real que puede recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indicase ningún monto para su Pago individual de PAGA, de acuerdo con los registros de los Demandados, no tiene derecho a recibir un Pago individual de PAGA en virtud de la Conciliación porque no trabajó durante el Periodo de PAGA).

Si cree que trabajó más tiempo durante cualquiera de los periodos en comparación con lo que muestran los registros de los Demandados, puede presentar una objeción antes del <<SPDeadline>> (la “Fecha límite de respuesta”). Consulte la sección 4 de este Aviso.

El Tribunal ya ha aprobado de manera preliminar el Acuerdo propuesto y aprobó este Aviso. El Tribunal aún no ha decidido si conceder la aprobación definitiva. Este proceso tendrá efecto sobre sus derechos legales, independientemente de que actuase o no. Lea este Aviso con detenimiento. Se considerará que lo ha leído y entendido detenidamente. En la Audiencia de aprobación definitiva, el Tribunal decidirá si finalmente aprueba el Acuerdo y cuánto del Acuerdo se pagará al Demandante y a los abogados del Demandante (los “Abogados del grupo de la demanda colectiva”). El Tribunal también resolverá si asienta una sentencia que requiriese que los Demandados realizaran pagos en virtud de la Conciliación y exigiese que los Miembros de la demanda colectiva y los Empleados agraviados renunciaran a sus derechos a entablar determinados reclamos contra los Demandados.

Si usted trabajó para los Demandados durante el Periodo de la demanda colectiva o el Periodo de PAGA, tiene algunas opciones como se muestra en el cuadro a continuación:

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
NO HAGA NADA Y PARTICIPE EN LA CONCILIACIÓN	Si desea recibir su pago de la conciliación, no se requiere ninguna otra acción de su parte. Recibirá de manera automática el pago de la conciliación del administrador de la conciliación si la conciliación recibiese la aprobación definitiva del Tribunal. Estará obligado por los términos del Acuerdo de conciliación y renunciará a su derecho de hacer valer los Reclamos eximidos en la demanda colectiva y los Reclamos eximidos en virtud de PAGA que se definen a continuación.
RETIRARSE (“EXCLUIRSE”) PLAZO PARA LA RESPUESTA: <<SPDEADLINE>>	Si no deseara participar plenamente en la Conciliación propuesta, puede retirarse de la Conciliación de la demanda colectiva mediante el envío de una Solicitud de exclusión por escrito al Administrador. Si opta por retirarse, ya no será un Miembro de la demanda colectiva, y (1) <u>no</u> recibirá un Pago individual de la demanda colectiva, pero preservará su derecho a presentar los Reclamos eximidos en la demanda colectiva descritos a continuación, sujeto a los estatutos de limitaciones aplicables, y (2) se le prohibirá presentar una objeción a la conciliación. No podrá retirarse de la parte correspondiente a PAGA de la Conciliación propuesta. Los Demandados deben pagar los Pagos individuales de PAGA a todos los Empleados agraviados y los Empleados agraviados deben renunciar a sus derechos a presentar Reclamos liberados conforme a la ley PAGA. Consulte la Sección 6 de este Aviso.
OBJETAR PLAZO PARA LA RESPUESTA: <<SPDEADLINE>>	Todos los Miembros de la demanda colectiva que no se retiren (“Miembros de la demanda colectiva participantes”) pueden oponerse a cualquier aspecto de la Conciliación propuesta. La decisión del Tribunal de aprobar finalmente el Acuerdo incluirá una determinación de cuánto se pagará al Abogado del grupo de la demanda colectiva y al Demandante que realizó la Demanda en nombre de la demanda colectiva. No es personalmente responsable de ningún pago al Abogado del grupo de la demanda colectiva o al Demandante, pero cada dólar pagado al Abogado del grupo de la demanda colectiva y al Demandante reduce el monto total pagado a los Miembros de la demanda colectiva participantes. Puede oponerse a las cantidades solicitadas por el Abogado del grupo de la demanda colectiva o del Demandante si creyese que no son razonables. Consulte la Sección 7 de este Aviso.
OBJETAR SU TIEMPO TRABAJADO PLAZO PARA LA RESPUESTA: <<SPDEADLINE>>	Si cree que la cantidad de semanas laborales que se mencionan anteriormente es incorrecta, puede objetarla. El monto de su Pago individual de la demanda colectiva y el Pago individual en virtud de la ley PAGA (si los hubiera) dependen de la cantidad de semanas laborales que usted trabajó durante el Periodo de la demanda colectiva y cuántos periodos de pago de PAGA que haya trabajado durante el Periodo de PAGA, respectivamente. Las cantidades que se le acreditan se muestran en el cuadro de la primera página y se basan en los registros de los Demandados. Si no está de acuerdo con cualquiera de estas cantidades, debe objetarlas antes de la fecha límite. Consulte la sección 4 de este Aviso.

Los Demandados no tomarán represalias contra usted por cualquier acción que usted tome respecto a la Conciliación propuesta.

USTED NO ESTÁ OBLIGADO A ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL

FECHA:
18 DE DICIEMBRE DE
2024

TIEMPO:
8:30 A. M.

En la Audiencia de aprobación definitiva el Tribunal decidirá si aprueba la Conciliación de forma definitiva. No tiene que asistir, pero sí tiene el derecho de comparecer (o contratar a un abogado para que comparezca en su nombre y por su propia cuenta y cargo) en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros de la demanda colectiva participantes pueden objetar verbalmente la Conciliación en la Audiencia de aprobación definitiva. Consulte la sección 8 de este Aviso.

1. ¿SOBRE QUÉ ES LA DEMANDA?

El Demandante y Representante de la demanda colectiva es un ex empleado de los Demandados. La Demanda acusa a los Demandados de infringir las leyes laborales de California al no pagar salarios por horas extra, salarios mínimos, primas por períodos de descanso y para comer y los salarios adeudados en caso de despido, y al no proporcionar períodos para comer, descansar, reembolsos de gastos y declaraciones de salario detalladas precisas. Sobre la base de los mismos reclamos, el Demandante ha presentado reclamos por competencia desleal e ilegal, y un reclamo por sanciones civiles en virtud de la Ley General de Procuradores Privados de California (art. 2698 y siguientes del Código de Trabajo) (“PAGA”).

Los Demandados niegan firmemente haber infringido cualquier ley o no pagar los salarios alegados y sostienen que cumplieron y siguen cumpliendo todas las leyes aplicables. Los Demandados han acordado conciliar el caso para evitar la carga y los gastos adicionales que generaría un litigio.

El Demandante está representado por abogados en la Demanda (“Abogados del grupo de la demanda colectiva”). Consulte la Sección 9 a continuación para conocer su información de contacto.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA CONCILIADO?

Hasta el momento, el Tribunal no ha determinado si son los Demandados o el Demandante quienes están en lo correcto en cuanto a los méritos de la causa. Mientras tanto, el Demandante y los Demandados contrataron a un mediador experimentado y neutral, en un esfuerzo por resolver la Demanda mediante negociación para concluir el caso por medio de un acuerdo (conciliar el caso), en lugar de continuar el proceso de un litigio caro y que implica consumir mucho tiempo. Las negociaciones tuvieron éxito. Al firmar un acuerdo de conciliación escrito extenso (el “Acuerdo”) y aceptar solicitar conjuntamente al Tribunal que asentara una sentencia que finalizara la Demanda e hiciera cumplir el Acuerdo, el Demandante y los Demandados han negociado una Conciliación propuesta que está sujeta a la Aprobación definitiva del Tribunal. Ambas partes aceptan que la Conciliación propuesta es una resolución de los reclamos en disputa. Al aceptar la conciliación, los Demandados no admiten infracción alguna ni conceden el mérito de reclamo alguno.

El Demandante y los Abogados del grupo de la demanda colectiva creen firmemente que el Acuerdo es beneficioso para usted porque consideran que: (1) los Demandados han convenido pagar un importe justo, razonable y adecuado teniendo en cuenta la solidez de los reclamos y los riesgos e incertidumbres de los litigios continuados y (2) la Conciliación obra en el mejor interés de los Miembros de la demanda colectiva y los Empleados agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar la Aprobación definitiva.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. Los Demandados pagarán \$2,150,000 como Importe de la Liquidación bruta (la “Liquidación bruta”). Los Demandados han convenido depositar la Liquidación bruta en una cuenta controlada por el Administrador de la Conciliación. El Administrador utilizará el importe de la Liquidación bruta para pagar los Pagos individuales de la demanda colectiva, los Pagos individuales de PAGA, el Pago de los servicios del Representante de la demanda colectiva, los honorarios y gastos de abogados de los Abogados del grupo de la demanda colectiva, los gastos del Administrador y el pago a la Agencia de Desarrollo del Trabajo y la Fuerza Laboral de California (Labor and Workforce Development Agency, “LWDA”). Suponiendo que el Tribunal otorgue la Aprobación definitiva, los Demandados financiarán el monto bruto de la conciliación durante el transcurso de tres pagos iguales en 2025 (enero, julio y diciembre de 2025) después de que el Tribunal dicte la sentencia y la Conciliación sea definitiva. La Sentencia será definitiva en la fecha en que el Tribunal asentase la Sentencia o en una fecha posterior si los Miembros de la demanda colectiva participantes objetasen al Acuerdo propuesto o se apelase la Sentencia.
2. Deducciones aprobadas por el tribunal de la Conciliación bruta. en la Audiencia de aprobación definitiva, la Demandante o los Abogados del grupo de la demanda colectiva solicitarán al Tribunal que apruebe las siguientes deducciones de la Conciliación bruta, cuyos importes serán decididos por el Tribunal en la Audiencia de aprobación definitiva:

- A. Hasta \$716,666.67 (un tercio del monto de la Liquidación bruta) a los Abogados del grupo de la demanda colectiva por honorarios de abogados y hasta \$30,000 por sus gastos del litigio. Hasta la fecha, los Abogados del grupo de la demanda colectiva han trabajado y contraído gastos en la Demanda sin pago alguno.
 - B. Hasta \$10,000 para el Demandante como Pago de los servicios del Representante de la demanda colectiva por presentar la Demanda, trabajar con los Abogados del grupo de la demanda colectiva y representar a la demanda colectiva. Un Pago de los servicios del Representante de la demanda colectiva será el único dinero que el Demandante recibirá aparte del Pago individual de la demanda colectiva del Demandante y cualquier Pago individual de PAGA.
 - C. Hasta \$92,000 (el “Administrador de la conciliación” o “Administrador”) por los servicios de administración de la Conciliación.
 - D. Hasta \$100,000 por Sanciones PAGA, de los cuales se asigna el 75 % al Pago de PAGA de LWDA y el 25 % en Pagos individuales de PAGA a los Empleados agraviados en función de sus Periodos de pago de PAGA.
 - E. Los Miembros de la demanda colectiva participantes tienen derecho a objetar cualquiera de estas deducciones. El tribunal analizará todas las objeciones.
3. Distribución de la Conciliación neta entre los Miembros de la demanda colectiva. Después de realizar las deducciones anteriores en los importes aprobados por el Tribunal, el Administrador distribuirá el resto de la Liquidación bruta (la “Liquidación neta”) realizando Pagos individuales de la demanda colectiva a los Miembros de la demanda colectiva participantes en función de sus Semanas laborales durante el Periodo de la demanda colectiva.
4. Impuestos adeudados sobre los pagos a los Miembros de la demanda colectiva. El Demandante y los Demandados le solicitan al Tribunal que apruebe una asignación del 15 % de cada Pago individual de la demanda colectiva a salarios sujetos a impuestos (la “Parte salarial”) y el 85 % a intereses y sanciones (la “Parte no salarial”). La Parte salarial está sujeta a retenciones salariales y se informará en los Formularios W-2 del Servicio de Rentas Internas (Internal Revenue Service, IRS). Los Demandados pagarán por separado, al Administrador, los impuestos sobre la nómina del empleador que adeudase sobre la Parte salarial. Los Pagos individuales de PAGA se cuentan como sanciones en lugar de salarios a efectos fiscales. El Administrador informará los Pagos individuales de PAGA y las Partes no salariales de los Pagos individuales de la demanda colectiva en los Formularios 1099 del IRS.

Si bien el Demandante y los Demandados han aceptado estas asignaciones, ninguna de las partes le está dando asesoramiento sobre si sus Pagos son gravables o cuánto podría adeudar en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las sanciones y los intereses sobre los impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar a un asesor tributario si tiene alguna duda sobre las consecuencias impositivas de la Conciliación propuesta.

5. Necesidad de cobrar rápidamente los cheques de pago. En el anverso de cada cheque emitido para los Pagos individuales de la demanda colectiva y los Pagos individuales de PAGA aparecerá la fecha en la que vence el cheque (la fecha de vencimiento). Si no lo cobrase antes de la fecha de vencimiento, su cheque se cancelará de manera automática y el dinero se depositará en su nombre en el Fondo de propiedades no reclamadas de la Oficina del Contralor de California.

Si el dinero representado por su cheque se enviase a la Propiedad no reclamada del contralor, debe consultar las reglas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

6. Solicitudes de exclusión de la Conciliación de la demanda colectiva (solicitudes de retiro). Usted será tratado como Miembro de la demandan colectiva participante, haciendo participación plena en la conciliación de la demanda colectiva, a menos que notifique al Administrador por escrito, a más tardar en el plazo de respuesta, que desea excluirse. La forma más fácil de notificar al Administrador es enviar una Solicitud de exclusión por escrito y firmada a más tardar en la Fecha límite de respuesta. La Solicitud de exclusión debe ser una carta de un Miembro de la demanda colectiva o de su representante en la que se indicase el nombre, la dirección actual, la dirección de correo electrónico o el número de teléfono y los cuatro últimos dígitos del Número de Seguridad Social, y en la que se comunique claramente que el Miembro de la demanda colectiva opta por ser excluido de la Conciliación. Los Miembros de la demanda colectiva excluidos (es decir, los Miembros de la demanda colectiva no participantes) no recibirán Pagos individuales de la demanda colectiva, pero preservarán sus derechos a presentar personalmente reclamos salariales y por horas contra los Demandados sujetas a la ley de prescripción aplicable. La sección 9 de este Aviso contiene la información de contacto del Administrador.

No puede retirarse de la parte correspondiente a PAGA del Acuerdo. Los Miembros de la demanda colectiva que se excluyesen de la Conciliación de la demanda colectiva (los Miembros de la demanda colectiva no participantes) siguen teniendo derecho a recibir Pagos individuales de PAGA y deben renunciar a su derecho a presentar reclamos en virtud de la ley PAGA en contra de los Demandados con base en los hechos del Periodo de PAGA alegados o que podrían haberse alegado en la Demanda.

7. El Acuerdo propuesto se anulará si el Tribunal negase la aprobación definitiva. es posible que el Tribunal se negase a otorgar la Aprobación definitiva del Acuerdo o que se negase a dictar una Sentencia. También es posible que el Tribunal dictase una Sentencia que se revirtiese en la apelación. El Demandante y los Demandados han convenido que, en cualquier caso, la Conciliación será nula si sucede lo siguiente: Los Demandados no pagarán dinero alguno y los Miembros de la demanda colectiva no renunciarán a reclamo alguno contra los Demandados.
8. Administrador. El Tribunal ha designado a una empresa neutral, Rust Consulting, Inc. (el “Administrador de la Conciliación” o “Administrador”) para enviar este Aviso, calcular y realizar pagos y procesar las Solicitudes de exclusión de los Miembros de la demanda colectiva. El Administrador también decidirá las Objeciones de los Miembros de la demanda colectiva por las Semanas laborales y los Periodos de pago de PAGA, enviará por correo y reenviará por correo los cheques de liquidación y los formularios de impuestos y realizará otras tareas necesarias para administrar la Conciliación. La información de contacto del Administrador se encuentra en la sección 9 de este Aviso.
9. Exención de responsabilidad de los Miembros de la demanda colectiva participantes. Una vez que la Sentencia sea definitiva y los Demandados hayan financiado plenamente la Liquidación bruta y pagado por separado todos los impuestos sobre la nómina del empleador, se prohibirá legalmente a los Miembros de la demanda colectiva participantes hacer valer cualquiera de los reclamos liberados en virtud de la Conciliación. Esto significa que, a menos que hubiese optado por excluirse de manera válida de la Conciliación de la demanda colectiva, no puede demandar, continuar demandando o formar parte de ninguna otra demanda contra los Demandados o las entidades relacionadas por salarios basados en el Periodo de la demanda colectiva, tal como se alega en la Demanda y se resuelve por esta Conciliación.

Los Miembros de la demanda colectiva participantes estarán obligados por la exención siguiente:

El Demandante y todos los Miembros de la demanda colectiva participantes, en su nombre y en el de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, eximirán completamente y liberarán para siempre a los Demandados y a todas las Partes exoneradas de todas las reclamaciones, acciones judiciales, derechos, demandas, sanciones, costos, y los honorarios de los abogados que surjan durante el Periodo de la demanda colectiva en virtud de la legislación estatal, federal o local, que se alegaron, o razonablemente podrían haber planteado, en función de los alegatos de hecho en la Demanda operativa, o en cualquier Aviso en virtud de la PAGA presentado a la LWDA por el Demandante, o determinado en el transcurso de la Demanda (las “Reclamaciones eximidas por la demanda colectiva”). Las Reclamaciones eximidas por la demanda colectiva incluyen todas y cada una de las reclamaciones legales, constitucionales, contractuales o de derecho común que surjan durante el Periodo de la demanda colectiva por salarios, reembolsos, daños, sanciones, restituciones, daños liquidados, intereses, honorarios de los abogados o costos del litigio, incluidos, entre otros, las reclamaciones que surjan en virtud de: Secciones 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199 o 2802 del Código Laboral de California; la sección 17200 y siguientes del Código Comercial y Profesional de California; y las Órdenes salariales de la Comisión del bienestar industrial (Industrial Welfare Commission, IWC). Las Reclamaciones eximidas por la demanda colectiva incluyen, entre otras, todas y cada una de las reclamaciones que surjan durante el Periodo de la demanda colectiva que impliquen cualquier supuesto incumplimiento en el pago de los salarios mínimos; no pagar salarios por horas extras; no proporcionar periodos para comer; no proporcionar periodos de descanso; no proporcionar un pago por separado por los periodos de descanso y recuperación y tiempo no productivo; no pagar las vacaciones con derechos adquiridos; no reembolsar los gastos comerciales; no pagar en el plazo indicado los salarios o salarios finales; no proporcionar declaraciones de salario detalladas precisas; no mantener registros de empleo; y competencia injusta e ilegal. Excepto según se establece en la sección 5.3 del presente Acuerdo, los Miembros de la demanda colectiva participantes no renuncian a ningún otro reclamo, incluidos los reclamos por beneficios adquiridos, despido improcedente, cualquier infracción de la Ley de Igualdad en el Empleo y la Vivienda (Fair Employment and Housing Act), seguro de desempleo, discapacidad, seguro social, indemnización por accidentes de trabajo o reclamos basados en hechos que ocurriesen fuera del Periodo de la demanda colectiva.

Tal como se define en el presente, “Partes exoneradas” se refiere a los Demandados y a cada uno de sus directores, funcionarios, accionistas, socios, directores, consultores, entidades relacionadas, matrices, subsidiarias, gerentes, propietarios, miembros, empleados, contratistas, fiduciarios, beneficiarios, agentes, filiales, representantes, herederos, albaceas, abogados, contadores, aseguradoras, compañías de nómina, predecesores, sucesores y cesionarios anteriores y actuales.

10. Exención PAGA para Empleados agraviados. Después de que la sentencia del Tribunal fuese declarada como definitiva y los Demandados hubiesen pagado la Liquidación bruta y hubiesen pagado por separado los impuestos sobre la nómina salarial que recaen sobre el empleador, se prohibirá a todos los Empleados agraviados que presentasen reclamos PAGA contra los Demandados, independientemente de que se hubiesen excluido o no de la Conciliación. Esto significa que todos los Empleados agraviados, incluidos aquellos que fuesen Miembros de la demanda colectiva participantes y aquellos que hubiesen optado por excluirse del Acuerdo de la demanda colectiva, no pueden demandar, continuar demandando o participar en cualquier otro reclamo PAGA contra los Demandados o sus entidades relacionadas con fundamento en los hechos del Periodo PAGA alegados en la Demanda y resueltos por esta Conciliación.

Las exenciones de los Empleados agraviados para los Miembros de la demanda colectiva participantes y no participantes son las siguientes:

Se considera que todos el Demandante y todos los Miembros de la demanda colectiva (participantes y no participantes) que sean Empleados agraviados, en nombre de ellos mismos y de sus representantes, agentes, apoderados, herederos, administradores, sucesores y cesionarios anteriores y actuales respectivos, junto con el estado de California, eximirán completamente y liberarán para siempre a los Demandados y a las Partes exoneradas de todos los reclamos por sanciones civiles de PAGA que surgieron durante el Periodo de PAGA, o razonablemente pudieron haber surgido, que se alegaron con base en los hechos contenidos en la Demanda operativa, o en cualquier Notificación de PAGA presentada a la LWDA por el Demandante, o constatadas en el curso de la Demanda (los “Reclamos liberados conforme a la ley PAGA”). Los Reclamos liberados conforme a la ley PAGA incluyen, entre otras, reclamos por sanciones de la PAGA que surjan durante el Periodo de PAGA por presuntas violaciones de las secciones 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199 o 2802 del Código Laboral, y cualquier Orden salarial de IWC, y cualquier reclamo por sanciones en virtud de la PAGA que surjan durante el Periodo de PAGA por cualquier supuesto incumplimiento en el pago de salarios mínimos; no pagar salarios por horas extras; no proporcionar períodos para comer; no proporcionar períodos de descanso; no proporcionar un pago por separado por los períodos de descanso y recuperación y tiempo no productivo; no pagar las vacaciones con derechos adquiridos; no reembolsar los gastos comerciales; no pagar en el plazo indicado los salarios o salarios finales; no proporcionar declaraciones de salario detalladas precisas; o no mantener registros de empleo. A partir de la Fecha de entrada en vigencia y del financiamiento total del Importe de la Liquidación bruta, el Demandante, todos los Empleados agraviados, y el estado de California tendrán para siempre prohibido procurar contra los Demandados y las Partes exoneradas todas y cada una de las reclamaciones por sanciones civiles en virtud de la PAGA que surjan durante el Periodo de PAGA en virtud del Código Laboral o las Órdenes salariales de IWC que fueron, o razonablemente podría haber sido, alegadas en función de los hechos contenidos en la Demanda operativa, o en cualquier Notificación de PAGA presentada a la LWDA por el Demandante, o determinadas en el transcurso de la Demanda.

4. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. Pagos individuales de demanda colectiva. El Administrador calculará los Pagos individuales de la demanda colectiva (a) dividiendo el Importe de la Liquidación neta entre la cantidad total de Semanas laborales trabajadas por todos los Miembros de la demanda colectiva participantes y (b) multiplicando el resultado por las Semanas laborales de cada Miembro de la demanda colectiva participante individual.
2. Pagos individuales de PAGA. El Administrador calculará los Pagos individuales PAGA (a) dividiendo \$25,000 entre la cantidad total de Periodos de pago PAGA trabajados por todos los Empleados agraviados y (b) multiplicando el resultado por la cantidad de Periodos de pago de PAGA trabajados por cada Empleado agraviado individual.
3. Objeciones a las semanas laborales y periodos de pago de PAGA. La cantidad de Semanas laborales que trabajó durante el Periodo de la demanda colectiva y la cantidad de Periodos de pago de PAGA que trabajó durante el Periodo de PAGA, según se registra en los registros de los Demandados, se indican en la primera página de este Aviso. Tiene hasta el Plazo de respuesta para impugnar la cantidad de Semanas laborales o Periodos de pago de PAGA que se le acreditan. Puede presentar su objeción enviando una disputa por escrito que: (a) contenga el nombre y número del caso de la Demanda; (b) contenga el nombre completo, dirección, número de teléfono, firma, y los últimos cuatro dígitos del número de Seguro Social del Miembro de la demanda colectiva; (c) contenga una declaración que establezca la cantidad de Semanas laborales durante el Periodo de la demanda colectiva o los Periodos de pago de PAGA durante el Periodo de PAGA que él o ella sostiene que es correcta y adjuntar cualquier documentación pertinente que lo respalde; y (d) se envíe al Administrador de la conciliación por correo electrónico o correo postal, con fecha de matasellos igual o anterior al Plazo de respuesta. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Debe respaldar su objeción mediante el envío de copias de recibos de pago u otros registros. El Administrador aceptará el cálculo que hacen los Demandados de las Semanas laborales o los Periodos de pago de PAGA con base en la exactitud en los registros de los Demandados, a menos que usted enviase copias de registros que contuviesen información contraria. Debe enviar copias en lugar de originales porque los documentos no se le devolverán. El Administrador resolverá las objeciones de Semanas laborales o Periodos de pago de PAGA en función de la información que usted suministre y de la información que aporten los Abogados del grupo de la demanda colectiva (que abogarán en nombre de los Miembros de la demanda colectiva participantes) y los Abogados de los Demandados. La decisión del Administrador es definitiva. No puede apelar ni impugnar su decisión definitiva.

5. ¿CÓMO SE ME PAGARÁ?

1. Miembros de la demanda colectiva participantes y empleados agraviados. El Administrador enviará, por correo postal de los EE. UU., cheques a cada Miembro de la demanda colectiva participante (es decir, a cada Miembro de la demanda colectiva que no se retirase), incluidos aquellos que también cumplieren los debidos requisitos para ser considerados Empleados agraviados. Los cheques combinarán el Pago individual de la demanda colectiva y el Pago individual de PAGA. La Conciliación será financiada por los Demandados en tres pagos en 2025 (aproximadamente el 1 de enero de 2025, el 31 de julio de 2025 y el 1 de diciembre de 2025) suponiendo que la sentencia sea definitiva. Sus cheques deben llegar dentro de los 30 días posteriores a cada pago.
2. Únicamente Empleados agraviados. Si opta por excluirse de la Conciliación de la demanda colectiva, pero califica como Empleado agraviado, el Administrador enviará, por correo postal de los EE. UU., cheques por su Pago individual de PAGA y a cualquier otro Empleado agraviado, incluidos aquellos que opten por excluirse de la Conciliación de la demanda colectiva. La Conciliación será financiada por los Demandados en tres pagos en 2025 (aproximadamente el 1 de enero de 2025, el 31 de julio de 2025 y el 1 de diciembre de 2025) suponiendo que la sentencia sea definitiva. Sus cheques deben llegar dentro de los 30 días posteriores a la recepción de cada pago.

Sus cheques se enviarán a la misma dirección que este Aviso. Si cambia su dirección, asegúrese de notificar al Administrador lo antes posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE DEMANDA COLECTIVA?

Envíe una solicitud por escrito para ser excluido de la Conciliación al Administrador del de la conciliación con su nombre, dirección actual, dirección de correo electrónico o número de teléfono, y los últimos cuatro dígitos de su Número de Seguro Social, y comunique claramente que no desea participar en la Conciliación. El Administrador le excluirá en función de cualquier escrito que comunique su solicitud de ser excluido de acuerdo con los requisitos anteriores. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *Eduardo Aquino Rodriguez c. Eat Sweet Farms, LLC et al.*, e incluir su información de identificación (nombre completo, dirección, dirección de correo electrónico, número de teléfono, fechas aproximadas de empleo y los últimos cuatro dígitos de su número de seguridad social para fines de verificación). Debe realizar la solicitud usted mismo. Si otra persona realiza la solicitud por usted, no será válida. **Envíe su solicitud de exclusión al Administrador por correo postal o correo electrónico de los EE. UU. a más tardar el <<SPDeadline>> (el “Plazo de respuesta”), o no será válida.** La Sección 9 del Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO PUEDO OBJETAR EL ACUERDO?

Solo los Miembros de la demanda colectiva participantes tienen derecho a oponerse a la Conciliación. Antes de decidir si objeta, podría desear ver lo que el Demandante y los Demandados le solicitan al Tribunal que apruebe. Al menos 16 días antes de la Audiencia de aprobación definitiva del 18 de diciembre de 2024, los Abogados del grupo de la demanda colectiva o el Demandante presentarán ante el Tribunal (1) una moción de aprobación definitiva que incluya, entre otras cosas, los motivos por los que el Acuerdo propuesto es justo, y (2) una moción de honorarios, gastos de litigio y adjudicación de servicios que indique (i) el importe que los Abogados del grupo de la demanda colectiva solicita para los honorarios de abogados y gastos de litigio; y (ii) el importe que el Demandante solicita como Pago de servicios para el Representante de la demanda colectiva. Previa solicitud razonable, los Abogados del Grupo de la demanda colectiva (cuya información de contacto se encuentra en la sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno para usted. También puede verlos en el sitio web del Administrador www.rustconsulting.com/cases/rodriguez-v-eat-sweet o en el sitio web del Tribunal <https://www.santabarbara.courts.ca.gov>.

Un Miembro de la demanda colectiva participante que no esté de acuerdo con cualquier aspecto del Acuerdo, la moción de aprobación definitiva y/o moción de honorarios, gastos de litigio y adjudicación de servicios puede querer objetar, por ejemplo, que el Acuerdo propuesto es injusto, o que los importes solicitados por el Abogado del grupo de la demanda colectiva o el Demandante son demasiado altos o demasiado bajos. **La fecha límite para enviar objeciones por escrito al Administrador es el <<SPDeadline>> (el “Plazo de respuesta”).** Asegúrese de informarle al Administrador qué objeta, por qué objeta y los hechos que respaldasen su objeción. La objeción debe incluir: (a) el nombre y número del caso de la Demanda; (b) el nombre completo, la firma, dirección, número de teléfono y los últimos cuatro dígitos del número de Seguro Social del objeto; (c) una declaración escrita de todos los motivos de la objeción acompañada de cualquier respaldo legal para dicha objeción; (d) el nombre completo, dirección, y el número de teléfono de cualquier abogado que represente al Miembro de la demanda colectiva con respecto a su objeción; y (e) copias de cualquier documento, resúmenes u otros documentos en los que se base la objeción. Asegúrese de identificar la Demanda como *Eduardo Aquino Rodriguez c. Eat Sweet Farms, LLC* e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo para los Demandados. **Envíe su objeción al Administrador por correo postal o correo electrónico de los EE. UU. antes del Plazo de respuesta o no será válida.** La sección 9 de este Aviso contiene la información de contacto del Administrador.

Como alternativa, un Miembro de la demanda colectiva participante puede oponerse (o contratar personalmente a un abogado para que se oponga a su propio costo) asistiendo a la Audiencia de aprobación definitiva. Usted (o su abogado) debe estar listo para decirle al Tribunal a qué se opone, por qué se opone y cualquier hecho que respalde su objeción. Consulte la Sección 8 de este Aviso (inmediatamente a continuación) para obtener detalles específicos sobre la Audiencia de aprobación definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

Puede asistir, pero no es necesario que lo haga, a la Audiencia de aprobación definitiva el 18 de diciembre de 2024 a las 8:30 a. m., en el Departamento 1 del Tribunal Superior de Santa Bárbara, División de Cook, ubicado en 312-C East Cook St., Santa Maria, CA 93454. En la Audiencia, el juez decidirá si va a otorgar la Aprobación definitiva de la Conciliación y cuánto de la Liquidación bruta se pagará a los Abogados de la demanda colectiva, a los Demandantes y al Administrador. El Tribunal recibirá los comentarios de los objetores, los Abogados del grupo de la demanda colectiva y los Abogados de la defensa antes de tomar una decisión.

Es posible que el Tribunal re programe la Audiencia de aprobación definitiva. Debe consultar el sitio web del Administrador www.rustconsulting.com/cases/rodriguez-v-eat-sweet de antemano o ponerse en contacto con los Abogados del grupo de la demanda colectiva para verificar la fecha y hora de la Audiencia de aprobación definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que los Demandados y el Demandante han prometido hacer en virtud de la Conciliación propuesta. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento de la Conciliación es visitar el sitio web del Administrador en www.rustconsulting.com/cases/rodriguez-v-eat-sweet. También puede llamar por teléfono o enviar un correo electrónico a los Abogados del grupo de la demanda colectiva o al Administrador utilizando la información de contacto que se indica a continuación. Los registros del tribunal también están disponibles para su revisión en cualquier momento durante el horario de atención habitual en el Tribunal Superior del Condado de Santa Bárbara, ubicado en 312-C East Cook St., Santa Maria, CA 93454.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE LA CONCILIACIÓN.

Abajo encontrará la información de contacto de los Abogados del grupo de la demanda colectiva y el Administrador de la Conciliación:

Abogados del grupo de la demanda colectiva:

Brian Mankin, Esq.
brian@lmlfirm.com
Kristina Carlson, Esq.
kristina@lmlfirm.com
Lauby Mankin Lauby LLP
5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444

Mehrdad Bokhour, Esq.
mehrdad@bokhourlaw.com
Bokhour Law Group, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493

Administrador de la Conciliación:

Aquino v Eat Sweet Settlement Administrator
C/O Rust Consulting, Inc. - 8737
PO Box 2396
Faribault, MN 55021-9096
Dirección de correo electrónico: info@aquinoveatsweetsettlement.com
Teléfono: (833) 993-0035
Sitio web: www.rustconsulting.com/cases/rodriguez-v-eat-sweet

10. ¿QUÉ SUCEDE SI PERDIESE MI CHEQUE EN VIRTUD DEL ACUERDO?

Si perdiese o extraviase su cheque en virtud de la Conciliación antes de cobrarlo, el Administrador se lo sustituirá siempre que solicitase el reemplazo antes de la fecha de vencimiento que figura en el anverso del cheque original. Si su cheque ya estuviese anulado, debe consultar con el Fondo de bienes no reclamados para recibir instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Para recibir sus cheques, debe notificar de inmediato al Administrador en caso de que se mude o si su dirección postal cambia..

EXHIBIT “B”

Exhibit B		
Exclusion List		
Sequence	Claimant ID	Name
1	1144	MARCELINO AGUILAR LOPEZ
2	2387	JOSE AGUSTIN HERRERA
3	2905	ZENAIDA ALBERTO SANTOS
4	3346	RUBEN ALEJO FLORES
5	3780	JUAN ALONSO MARTINEZ
6	5371	RUBEN ANDRES AGUSTIN
7	5456	GENARO ANDRES PENA
8	9676	PETRA BASILIO NAVA
9	12379	MAXIMILIANO BRAVO LOPEZ
10	14144	NEFTALI CANO GUEVARA
11	18142	ANATOLIO CHAVEZ HERNANDEZ
12	21418	ROSA CRISTOBAL
13	36627	MARIO FLORES SANTIAGO
14	40358	BERNADINO GALVEZ TORRES
15	43632	MOYSES GARCIA LUNA
16	47098	SANTIAGO GARCIA
17	50791	GERARDO GONZALEZ LIGARIO
18	51781	FILOMENA GONZALEZ NAJERA
19	58728	ANSELMO HERNANDEZ LEON
20	60257	LUIS ANTONIO HERNANDEZ SANTIAGO
21	60967	FERNANDO HERNANDEZ
22	63852	FERNANDO ISIDRO GALLARDO
23	63982	ALBERTO ISIDRO RAMON
24	65405	ALBERTO JUAREZ ARCE
25	68697	CORNELIA LIGARIO GALINDO
26	68727	BASILIA LIGARIO HERNANDEZ
27	68765	MARGARITA LIGARIO HERNANDEZ
28	69694	ROSALBA LOPEZ BAUTISTA
29	69731	GABRIEL LOPEZ BONIFACIO
30	72908	MAURICIO LOPEZ HERNANDEZ
31	73554	CECILIA LOPEZ LOPEZ
32	78627	HERMENEGILDO LOPEZ SANTIAGO
33	84147	CESAR MALDONADO PONCE
34	84154	ERIKA MALDONADO PONCE
35	84505	ROMULO MALDONADO VENTURA
36	85960	ROSA MARQUEZ
37	86448	JOSE L MARTINEZ CERVANTES
38	92234	DULCE MARTINEZ
39	101332	FLORA MORALES GONZALEZ
40	102322	JUAN D MORALES VASQUEZ
41	102575	RAMIRO MORALES
42	103824	ADELALIA MORENO HERNANDEZ
43	104852	SOCORRO MUNOZ DIAZ
44	106160	ALBERTO NAVA ISIDRO
45	106245	SABINO NAVA ISIDRO
46	106351	RUFINO NAVA MARTINEZ
47	107754	MAURILIO NICOLAS MARTINEZ
48	108515	ANDRES OLIVERA MORENO
49	114646	CARMELO PAUSANO AGUSTIN
50	114660	DANIEL PAUSANO AGUSTIN
51	115698	BEATRIZ PEREA BRAVO
52	115810	MAY PEREA DIAS
53	115902	REGINA PEREA DIAZ
54	116640	MARTHA PEREA VASQUEZ
55	116749	MARCELINO PEREZ ALBINO
56	116978	NATALIO PEREZ CRISTOBAL
57	117944	SILVINO PEREZ PRIMO
58	118446	OMAR PEREZ ZEFERINO
59	118538	CARLOS PEREZ
60	118620	JOEL PEREZ
61	120180	RICARDO PONCE ALEJO
62	120388	AURELIA PONCE GALVEZ
63	120784	JUAN PONCE NICOLAS
64	120791	MAURILIO PONCE NICOLAS
65	121040	JULIAN PONCE SANTIAGO
66	123846	BERNARDO RAMIREZ GONZALEZ
67	124027	ONESIMO RAMIREZ HERNANDEZ
68	124041	ROSA RAMIREZ HERNANDEZ
69	125406	AQUINO RAMIREZ RAMIREZ
70	134705	MARCELINA ROJAS
71	140317	AGUSTINA SANCHEZ ALEJO
72	143127	OFELIA SANTIAGO GARCIA
73	143332	RAUL SANTIAGO HILARIO
74	144612	MARINO SANTIAGO VENTURA
75	147101	FLORENCIA SERAPIO MORA
76	152266	ISMAEL TIBURCIO MORENO
77	154246	ISIDRO TRUJILLO OSORIO
78	155496	JORGE VALERIO LOPEZ
79	156554	VULFRANO VASQUEZ FLORES
80	158459	ROSALINO VAZQUEZ DE LA CRUZ
81	159104	LORENA VAZQUEZ HERRERA
82	159395	MARGARITA VAZQUEZ LOPEZ
83	162777	JAVIER VENTURA RAMON
84	162807	MOISES VENTURA RAMON
85	164566	YURITZI M VILLANUEVA OLIVERA
86	167420	SABINA ZEFERINO MORELOS

Exhibit C



Settlement Administration Estimate
Aquino v. Eat Sweet Farms
April 30, 2024

Prepared by:
Andrew Meyer
Business Development Consultant
612-987-8835
ameyer@rustconsulting.com

EXPERIENCE

With experience on approximately 3,500 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Rust's infrastructure and capabilities related to data processing and security ensure that your sensitive data will be protected. Our "unified compliance posture" includes a system certification and accreditation under FISMA from two federal agencies and an annual SSAE18 SOC 2 Type II Report audit of our data and system security controls and protocols.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size	17,000
Project Cost	
Mailed Notice	\$ 21,561
Processing and Administration	\$ 950
Telephone support	\$ 6,694
Website	\$ 300
Fund Distribution & Tax Reporting	\$ 51,828
Project Management	\$ 13,500
Other Out-of-pocket Expenses	\$ 750
Project Cost	\$ 95,583
Discount	\$ 4,779
Total Project Cost (assumes scope within)	\$ 90,804
TOTAL NOT TO EXCEED AMOUNT	\$ 92,000

Key Assumptions:
Notice mailing w/option to opt-out
Spanish translation
Case specific Telephone support included
Weekly Status Reports
Documents posted to Rust's website
***** Three Distributions in 2025**
W2/1099 Payments
Uncashed to CA Controller's Office

Preliminary, Final Approval and Final Payment
Declarations

Not Included: Website, Email, Claims processing,
Reminder postcards

Thank you for considering Rust Consulting, Inc. as your administrator -- we appreciate the opportunity to submit this estimate.



Settlement Administration Estimate
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Key Assumptions Used to Prepare this Estimate

Class Size	17,000	
Initial Mailed Notice:		
Mailed Notice	17,000	100.0%
Forwarded Notices	425	2.5%
Undeliverable Notices	2,550	15.0%
Re-Mailed Notices after Trace	2,040	80.0%
Telephone Support:		
Number of Telephone Contacts	2,125	12.5%
Connect Minutes per Call - CSRs	5.0	
Claimant Communications:		
Opt-outs / Correspondence received	85	0.5%
Payments	16,915	100.0%

Standard Hourly Rates*

SVP	\$175-\$275
Program Manager	\$160-\$180
Project Manager	\$100-\$140
Technical Consultant	\$110-\$180
Call Center Manager	\$125
CSR	\$ 43-\$ 50
Processor	\$ 43-\$ 50
Other	\$ 43-\$125

**Subject to change*

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is ASCII fixed width complete with field layout. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing. Notice package includes notice.

Telephone Support is included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1-page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.



Settlement Administration Estimate

Aquino v. Eat Sweet Farms

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Administrative Task	Estimated Quantity		Per Unit	Task Amount	Total
Database Development					
Receive and Process Database	6 Hours @		\$ 175	\$ 1,050	\$ 1,050
Additional Efforts to Finalize Settlement Data				<i>As Incurred</i>	
Initial Mailed Notice					
CASS / NCOA / LACS Processing				\$ 500	
Spanish				\$ 1,000	
Print and Mail Notice Package	17,000 Notices @		\$ 0.25	\$ 4,250	
Postage - 1 Ounce First Class	17,000 Notices @		\$ 0.56	\$ 9,537	\$ 15,287
Follow-up to Initial Notice					
Receive Undeliverable Notices and Update Database	2,550 Notices @		\$ 0.45	\$ 1,148	
Address Trace	2,550 Traces @		\$ 0.40	\$ 1,020	
Remail Notice Package	2,465 Notices @		\$ 0.60	\$ 1,479	
Remail Postage - 1 Ounce First Class	2,465 Notices @		\$ 0.64	\$ 1,578	\$ 5,224
Telephone Support					
Telephone Support	2,125 Calls		2.50	\$ 5,313	
800# Charges	10,625 Minutes @		\$ 0.13	\$ 1,381	\$ 6,694
Website					
Documents posted to Rust website	1 Fee @		\$ 300	\$ 300	\$ 300
Processing and Administration					
Declarations - reviewed, signed/completion	3 Hours @		\$ 175	525	
Receipt, Process, and Validate Forms	85 Forms @		\$ 5.00	425	\$ 950
Additional Administrative Services Requested by Client					<i>As Incurred</i>
Fund Distribution					
Print and Mail Payments (First Distribution)	16,915 Payments @		\$ 0.32	\$ 5,413	
Postage - 1 Ounce First Class	16,915 Payments @		\$ 0.56	\$ 9,489	
Check Processing	16,915 Payments @		\$ 0.17	\$ 2,876	
Print and Mail Payments (Second Distribution)	14,378 Payments @		\$ 0.32	\$ 4,601	
Postage - 1 Ounce First Class	14,378 Payments @		\$ 0.56	\$ 8,066	
Check Processing	14,378 Payments @		\$ 0.17	\$ 2,444	
Print and Mail Payments (Third Distribution)	12,221 Payments @		\$ 0.32	\$ 3,911	
Postage - 1 Ounce First Class	12,221 Payments @		\$ 0.56	\$ 6,856	
Check Processing	12,221 Payments @		\$ 0.17	\$ 2,078	
FDIC Fees				\$ 1,645	
Monthly Bank Account Fee (open - return to CA)	17 Months @		\$ 100	\$ 1,700	\$ 49,078
Tax Reporting					
Annual Fee -Qualified Settlement Fund	2 Year @		\$ 1,250	\$ 2,500	
Individual income Tax Reporting (W2/1099)	1 Year @		\$ 750	\$ 250	\$ 2,750
Project Management					
Director/Consultant	2 Hours @		\$ 225	Waived	
Project Management	56 Hours @		\$ 175	\$ 9,800	
Technical Consulting	20 Hours @		\$ 185	\$ 3,700	\$ 13,500
Other Charges and Out-of-pocket Costs					
					\$ 750
Total Settlement Administration Estimate					\$ 95,583



Settlement Administration Estimate

Aquino v. Eat Sweet Farms

April 30, 2024

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Terms and Conditions

All administration services to be provided by Rust Consulting to you ("Customer") shall be subject to the following terms and conditions:

1. **Services.** Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. **Term.** The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. **Charges for Services.** Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Customer to the extent that funds are received from the taxing authorities offset these charges. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Charges.** Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. **Claims Services are not provided on a contingency fee basis.**
5. **Confidentiality.** Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. **Standard Banking Procedures.** In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. In cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. **Rights in Data.** Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. **Document Retention.** Unless directed otherwise in writing by Customer, Rust will maintain digitally scanned documents of undeliverable mail, claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. **Limitation of Liability: Disclaimer of Warranty.** Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. **Termination.** The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. **Force Majeure.** To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality), Section 9 (Limitation of Liability; Disclaimer of Warranty), and Section 14 (Jurisdiction).
16. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.