

## **SETTLEMENT AGREEMENT**

Subject to final approval of the Court, this Settlement Agreement is made and entered into by and between (1) MARTEL CUEVAS, CESAR OMAR GUTIERREZ, and PASCUAL ROBLES (“Plaintiffs”), individually and on behalf of all members of the Settlement Class defined in Paragraph 19 of this Agreement, and (2) FLAVIO MARTINS, ROBERTO MARTINS, and CRISTIANO MARTINS (collectively “Defendants”). This Settlement Agreement sets forth the Parties’ Class Action Settlement in the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000) to resolve all claims of the Settlement Class for alleged failure to provide meal and rest periods, failure to pay overtime, failure to reimburse for work-related expenses, penalties, attorneys’ fees and costs, as detailed below.

### **DEFINITIONS**

As used herein, the following terms shall have the following meanings:

1. **“Agreement”** or **“Settlement Agreement”** means this Class Action Settlement Agreement and Release, including the attached Exhibits.
2. **“Claims Administrator”** means CPT Group, Inc. Class Action Administrators.
3. **“Class Action”** means the civil action styled *Martel Cuevas et al. v. Flavio Martins, et al.*, which was filed in Kings County Superior Court, Case No. 19C-0348.
4. **“Class Counsel”** means the Law Offices of John E. Hill.
5. **“Class Notice”** means the notice of the proposed Settlement Agreement to be directed to members of the Settlement Class pursuant to the terms of the Preliminary Approval Order. The Class Notice shall be substantially in the form of Exhibit A hereto.
6. **“Class Period”** means October 1, 2015 to September 15, 2019.
7. **“Court”** means the Superior Court of the State of California, County of Kings.
8. **“Defendants”** means FLAVIO MARTINS individually and dba Top Line Dairy and Vaca Linda Dairy, ROBERTO MARTINS, and CRISTIANO MARTINS, individually and dba Milk Flow Dairy.
9. **“Effective Date”** means the date of the Order and Final Judgment, in the absence of objectors. In the event there are written objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the hearing, the later of the following events: (a) the day after the last day by which a notice of appeal of the order may be timely filed with the California Court of Appeal, and none is filed; (b) if an appeal is filed and is finally disposed of by ruling,

dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (d) if review is accepted, the day the Supreme Court of the State of California affirms the Settlement.

10. **"Eligible Settlement Class Member"** means a member of the Settlement Class who is eligible to receive a Settlement Award pursuant to the Settlement Agreement.

11. **"Implementation Schedule"** means the dates for implementing the Settlement Agreement to be agreed upon separately by the Parties. The Implementation Schedule shall be substantially in the form of Exhibit C hereto.

12. **"Named Plaintiffs"** means MARTEL CUEVAS, PASCUAL ROBLES and CESAR OMAR GUTIERREZ.

13. **"Net Settlement Fund"** means the amount remaining in the Settlement Fund after payments are made to the Named Plaintiffs, Claims Administrator, Labor and Workforce Development Agency (LWDA), and Class Counsel as provided in this Settlement Agreement.

14. **"Order and Final Judgment"** means the final judgment and order of dismissal with prejudice to be entered by the Court.

15. **"Parties"** means the Named Plaintiffs and Defendants.

16. **"Preliminary Approval Order"** means the order to be entered by the Court upon the Named Plaintiffs' motion, preliminarily approving the Settlement Agreement and authorizing the Class Notice.

17. **"Settled Claims"** means all individual and class claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, and causes of action that were alleged in the First Amended Complaint filed by Plaintiffs in this action as outlined in paragraph 22 below, as well as any claims that could have been brought against Defendants based on the factual allegations contained in their First Amended Complaint.

18. **"Settlement Award"** means the gross payment that each Eligible Class Member shall be entitled to receive under the terms of the Settlement Agreement.

19. **"Settlement Class"** means all non-exempt dairy workers employed by Defendants' dairies any time between October 1, 2015 and September 15, 2019, excluding all of the

Defendants' family members, office workers, managers and employees who previously settled claims with Defendants through the Labor Commissioner. The Parties anticipate a class size of approximately 900 class members.

20. **"Settlement Fairness Hearing"** means the hearing to follow appropriate notice to the Settlement Class and an opportunity for members of the Settlement Class to object to the settlement, at which time the Parties will request that the Court approve the fairness, reasonableness and adequacy of the terms and conditions of the proposed settlement, enter the Order and Final Judgment, and take other appropriate action.

21. **"Settlement Fund"** means the \$750,000.00 to be paid by Defendants under the terms of this Settlement Agreement. The Parties understand and agree that this amount does not include the employer's share of payroll taxes, which Defendants will pay to the Claims Administrator upon request.

#### RECITALS

22. On October 1, 2019, the Named Plaintiffs, individually and on behalf of a purported class of similarly-situated individuals, commenced an action against Defendants in the Superior Court of the State of California, County of Kings, entitled *Martel Cuevas et al. v. Flavio Martins et al.*, Case No. 19C-0348. The Named Plaintiffs filed a First Amended Complaint on December 10, 2019. In this Class Action, the Named Plaintiffs alleged causes of action against Defendants based on alleged: (i) failure to pay overtime as required by law (ii) unfair business practices in violation of the California Labor Code and California Business & Professions Code §§ 17200, *et seq.*; (iii) meal and rest break violations; (iv) indemnification of work-related expenses; (v) waiting time penalties; (vi) failure to provide accurate wage statements; and (vii) statutory penalties under the Private Attorney General Act (PAGA), Labor Code §2699. In support of the causes of action set forth in the pleadings, the Named Plaintiffs allege that Defendants breached various statutory duties and obligations to the Named Plaintiffs and members of the Settlement Class in connection with services provided by those individuals to Defendants.

23. Defendants deny the Named Plaintiffs' allegations and further deny that they have committed any illegal or wrongful acts. Defendants contend that the Named Plaintiffs and all members of the Settlement Class were treated lawfully in every respect. Defendants deny that they harmed such persons in any manner, or that they owe such persons any amounts whatsoever.

24. No motion for class certification has yet been filed.

25. Since its initial filing, the Parties have engaged in formal and informal discovery and investigation and made repeated efforts to resolve the case. On September 28, 2020, Defendants and the Named Plaintiffs participated in a lengthy mediation before an experienced mediator, David L. Perrault, in Hanford, California. The mediation included extensive discussion and examination of the Parties' respective positions on the legal and factual issues raised by the Class Action. As a result of this good faith mediation, during which Defendants were represented by counsel of record and the Named Plaintiffs were present and represented by Class Counsel, Parties reached a settlement.

26. The Named Plaintiffs recognize the expense and length of proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. The Named Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. The Named Plaintiffs are also aware of the burdens of proof necessary to establish liability and Defendants' defenses thereto. The Named Plaintiffs have also taken into account the settlement negotiations conducted in the Class Action to date, the substantial information provided through formal and informal discovery, and the payroll and time card information provided by Defendants. Based on the foregoing, the Named Plaintiffs have determined that this Settlement Agreement is a fair, adequate and reasonable settlement, and that it is in the best interests of the Settlement Class.

27. Defendants have concluded that any further defense of the Class Action would be protracted and expensive. Substantial amounts of time, energy and resources of Defendants have been spent and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted in the Class Action. Defendants have, therefore, agreed to settle in the manner and upon the terms set forth in this Settlement Agreement in order to put to rest the claims as set forth in the Class Action.

NOW, THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the undersigned, that in consideration of the covenants and agreements set forth herein, Named Plaintiffs, the Class, and Defendants, themselves and through their undersigned counsel, agree to the settlement of this Class Action, subject to Court approval, under the following terms and conditions. This settlement contemplates the entry of an Order of Preliminary Approval of a Class Action Settlement and entry of a Final Order Approving Settlement of Class Action.

## **BASIC SETTLEMENT TERMS**

28. It is hereby agreed, by and between the Named Plaintiffs and Defendants, through their respective counsel of record, and subject to the approval of the Court, in consideration of the benefits inuring to the Parties hereto, and without admission of any liability or wrongdoing whatsoever by Defendants, that on the Effective Date, each member of the Settlement Class shall be deemed to have jointly and severally released and forever discharged Defendants from any and all Settled Claims.

29. The Named Plaintiffs, individually and on behalf of themselves only, agree to release Defendants from any and all claims they may have against Defendants based on any events occurring up to the Effective Date of the Settlement, whether those claims are known or unknown, except for claims that may not be released as a matter of law. The Named Plaintiffs represent and agree that they have read and fully understand the statutory language of section 1542 of the Civil Code of the State of California and on that basis expressly and specifically waive all rights under said statute, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

The Named Plaintiffs waive and relinquish any right or benefit which they have had or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or non-statutory law of any other jurisdiction, to the full extent that they may lawfully waive all such rights and benefits pertaining to the subject matter of this Settlement Agreement.

30. If, notwithstanding this Settlement Agreement, a claim or cause of action is brought or asserted by or on behalf of one or more of the Named Plaintiffs and/or any member of the Settlement Class based on a Settled Claim, the Parties agree that the payment of a Settlement Award to an Eligible Class Member shall constitute full satisfaction of Defendants' liability with respect to any Settled Claim relating to that Eligible Class Member within the Class Period.

31. Subject to Court approval and the conditions specified herein, and in exchange for the release of all Settled Claims by members of the Settlement Class, a common fund in the

amount of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) shall be established to fund the Parties' settlement and will be paid to the Claims Administrator for this purpose by Defendants.

32. Before any Settlement Awards are paid to Eligible Class Members, deductions from the common fund shall be made for (i) the enhancement payments to Named Plaintiffs specified in this Settlement Agreement, (ii) the award of attorneys' fees and costs to Class Counsel specified in this Settlement Agreement, (iii) all costs of settlement administration, and (iv) PAGA payment to the LWDA. The balance remaining in the common fund after these deductions are made shall constitute the Net Settlement Fund.

33. The settlement amount of Seven Hundred and Fifty Thousand Dollars (\$750,000) shall be made in four (4) payments. All four (4) payments will be deposited in the claims administrator's qualified settlement fund ("QSF," i.e. interest bearing trust account). The first payment of \$150,000 will occur at the time of Preliminary Approval. The second payment of \$200,000 will be due 9 months from the date of the first payment. The third payment of \$200,000 will be due 18 months from the date of the first payment. The final installment of \$200,000 will be due 27 months from the date of the first payment. In the event Defendants fail to make any of the periodic payments, the full balance of the Settlement amount shall be owed and due. Plaintiffs agree to give Defendants written notice of any default pursuant to the notice procedure contained in Section 55, below, and Plaintiffs agree not to take other action to cause an order or judgment to be entered in connection with this lawsuit until after seven (7) days have elapsed from the date such notice has been received by Defendants' attorneys Sarah M. Hacker or another attorney of Dias Law Firm, Inc. During this seven (7) day-period, Defendants shall have the right to cure any default in their performance. If Defendants fail to cure any default during the seven (7) day-period, Plaintiffs will file the Stipulation for Entry of Judgment. If Plaintiffs must take action with the Court to enforce the settlement agreement, Defendants will pay Plaintiffs' attorneys fees and costs.

34. The Claims Administrator will make the first of three (3) distributions within thirty (30) days from the date the Claims Administrator receives the first payment from Defendants. This first payment will be used to pay half of the costs of claims administration, full PAGA payment to the LWDA and attorneys' costs (not fees). The Claims Administrator will hold the remaining funds for the second distribution. The second distribution will be made

within thirty (30) days from the date the Claims Administrator receives the second payment from Defendants for payment of Settlement Awards to the Class. The third distribution will be made within thirty (30) days from the date the Claims Administrator receives the fourth (4th) and final payment from Defendants for payment of remaining Settlement Awards to the Class in proportionate shares, the Named Plaintiffs' enhancement awards, the remaining half of claims administration costs, and Class Counsel's attorneys' fees. Payments will be mailed only to those Settlement Class Members who presumptively received the Class Notice and to additional Settlement Class Members who have contacted Class Counsel and the Claims Administrator. The Claims Administrator will consider requests by individuals to whom Class Notices were not sent and mail them such notices and respective amounts to which they may be entitled. Any unclaimed amounts from the first distribution to Settlement Class Members will revert to the Net Settlement Fund and distributed to Settlement Class Members pro rata in the second and final distribution to them.

35. On the date or dates specified by the Implementation Schedule and solely for purposes of effectuating this Settlement Agreement, the Claims Administrator shall pay from the common fund the following amounts:

35.1 Class Counsel. Subject to Court approval, the Claims Administrator shall pay from the common fund the gross sum of Two-Hundred and Twenty-Five Thousand Dollars (\$225,000) (30%) to Class Counsel as attorneys' fees for prosecution of the Class Action against Defendants. In addition, the Claims Administrator shall pay from the common fund to Class Counsel the costs incurred in connection with prosecution of the Class Action in an amount not to exceed Eleven Thousand Two Hundred Dollars (\$11,200). If the Court does not approve requested payments to Class Counsel, then Class Counsel shall be paid from the common fund the amount of attorneys' fees and costs approved by the Court.

35.2 Named Plaintiffs. The Claims Administrator shall pay from the common fund enhancement payments to Named Plaintiffs Martel Cuevas, Cesar Omar Gutierrez and Pascual Robles in the amount of Ten-Thousand Dollars (\$10,000.00) each. These payments shall cause an IRS Form 1099 to be issued to each such individual in that amount. The enhancement payments are to compensate them for the additional efforts they undertook on behalf of the class which have redounded to the benefit of the entire class. In addition, Named Plaintiffs shall be eligible to receive their proportionate share of the Net Settlement Fund through their receipt of

Settlement Awards calculated in accordance with this Settlement Agreement.

35.3 Claims Administration. The Claims Administrator shall pay itself from the common fund the costs of claims administration, not to exceed Eighteen Thousand Dollars (\$18,000).

36. On the date specified by the Implementation Schedule, and solely for purposes of effectuating this Settlement Agreement, the Claims Administrator shall pay from the Net Settlement Fund amounts calculated in accordance with the following allocations and eligibility and settlement formula requirements:

36.1 Net Settlement Fund Allocations. The Parties agree that the Net Settlement Fund shall be allocated in the following manner:

- (a) Twenty percent (20%) shall be allocated to the settlement of class claims for unpaid wages.
- (b) Eighty percent (80%) shall be allocated to the settlement of class claims for statutory penalties and interest.
- (c) Ten-Thousand Dollars (\$10,000) shall be allocated to the settlement of PAGA claims, which will come from the penalties allocation.

36.2 Labor and Workforce Development Agency. Of the Net Settlement Fund, the Claims Administrator shall pay Seven-Thousand and Five Hundred Dollars (\$7,500) to the California Workforce Development Agency as the Agency's 75% share of PAGA penalties.

36.3 Eligible Class Members. The Claims Administrator shall pay Settlement Awards from the remainder of the Net Settlement Fund to Eligible Class Members who do not opt-out of the Settlement Class. The Claims Administrator shall calculate the amount of individual Settlement Awards based on a formula which takes into account the number of pay periods during the Class Period that each Eligible Class Member worked for Defendants.

37. The portion of any Settlement Award that is allocable to the settlement of claims for unpaid wages under the terms of this Settlement Agreement shall be paid through the Claims Administrator in a net amount after applicable state and federal tax withholdings, and any other deductions required by state and local law. The Claims Administrator shall cause an IRS Form W-2 to be issued with respect to the portion of any Settlement Award that is allocable to the settlement of claims for unpaid wages under the terms of this Settlement Agreement. In addition, the Claims Administrator shall cause IRS Form 1099 to be issued with respect to the portion of any Settlement Award that is allocable to the settlement of claims for statutory

penalties and interest under the terms of this Settlement Agreement and based on the personal information provided by Eligible Class Members on their class action notice forms.

38. The Claims Administrator shall have the responsibility for determining eligibility for and the gross and net amounts of any Settlement Awards of Eligible Class Members, and the gross and net amounts of the enhancement payments to Named Plaintiffs.

39. On the date specified by the Implementation Schedule, the Claims Administrator shall provide Class Counsel and Defendants' Counsel with (i) a list of the names and social security or individual taxpayer identification numbers of all Eligible Class Members who the Claims Administrator has determined shall receive Settlement Awards and, for each such Eligible Class Member (ii) the gross and net amount of that portion of his or her Settlement Award allocable to the settlement of claims for unpaid wages under this Settlement Agreement, and (iii) the gross and net amount of that portion of his or her Settlement Award allocable to the settlement of claims for statutory penalties and interest under this Settlement Agreement. This information shall be used to manage the notice and claims process and shall remain confidential, except for counsel for the Parties and applicable taxing authorities, or pursuant to express written authorization of the individual in question, or by order of the Court.

40. Defendants and their attorneys agree not to oppose any application for attorneys' fees or costs by Class Counsel so long as it is made in accordance with this Settlement Agreement. Any attorneys' fees or costs incurred in connection with prosecution of the Class Action against Defendants payable under this Settlement Agreement shall be paid to Class Counsel by the Claims Administrator from the common fund no later than the date or dates specified in the Implementation Schedule.

41. The Parties agree that the Claims Administrator shall arrange for the opening of a qualified settlement fund to and from which the Settlement Fund will be paid. The Claims Administrator shall have exclusive control over the trust account subject to and consistent with the terms of this Settlement Agreement. All interest earnings on the trust account shall accrue to the common fund, and all taxes owed on such interest earnings shall be paid by the Claims Administrator from the common fund. Any and all common fund amounts to be paid by Defendants under the terms of this Settlement Agreement shall be wire transferred to the trust account by the dates specified in paragraph 33 of this Agreement and in the Implementation Schedule. The Claims Administrator shall be responsible for providing Defendants the trust

account information necessary to effectuate any wire transfer of funds required by this Settlement Agreement.

42. No person or entity shall have any claim against Defendants or any of the Released Parties, the Named Plaintiffs, the Settlement Class, or Class Counsel based on distributions or payments made in accordance with this Settlement Agreement.

43. Should any portion of the class member common fund remain in the trust account after the final distribution, said amount shall be distributed to Centro de los Derechos del Migrante, Inc. (CDM), a non-profit organization assisting migrant workers, as a *cy pres* recipient.

44. If the proposed Settlement is not approved by the Court and the basis for the Court's disapproval of the proposed Settlement does not involve a material term of this Settlement Agreement, then the Parties shall make good faith efforts to modify the settlement so as to gain the Court's approval. If the Parties are unable to modify the settlement so as to gain the Court's approval, then the Class Action shall proceed with respect to the Parties as if there had been no settlement, and any monies deposited by Defendants into the QSF shall be returned to Defendants with any accrued interest.

45. The Named Plaintiffs and Defendants agree that the Implementation Schedule shall govern implementation of this Settlement Agreement, and that the dates set forth in the Implementation Schedule shall only be continued based on (i) the mutual consent of counsel for the Parties, or (ii) unavoidable delays due to the Court's schedule, and, then, only to the extent of those delays, or (iii) by order of the Court on its own motion or on the application or motion of any of the Parties.

#### **CLASS NOTICE AND SETTLEMENT FAIRNESS HEARING**

46. As part of this Settlement Agreement, the Parties agree to the following procedures for obtaining the Court's preliminary approval of this Settlement Agreement, notifying the Settlement Class, obtaining final Court approval of this Settlement Agreement, and processing the Settlement Awards.

47. Solely for purposes of this Settlement Agreement, and within the time specified by the Implementation Schedule, the Named Plaintiffs shall request the Court to enter an order preliminarily approving the proposed settlement and setting a date for the Settlement Fairness Hearing. In conjunction with that request, the Named Plaintiffs shall submit this Settlement

Agreement and supporting papers, which shall set forth the terms of this Settlement Agreement, and shall include the proposed forms of all notices and other documents that are necessary to implement this Settlement Agreement.

47.1. Notice of the settlement shall be provided to the Settlement Class, and members of the Settlement Class shall submit any objections to the settlement, using the following procedures:

47.2 (a). On the date specified in the Implementation Schedule, Defendants' counsel shall provide to the Claims Administrator and Class Counsel a list of all members of the Settlement Class, their last known addresses, telephone numbers, and social security or individual taxpayer identification numbers. Class Counsel shall supplement this information with any more recent contact information available for members of the Settlement Class. The Claims Administrator shall be responsible for preparing, printing and mailing to members of the Settlement Class the Class Notice attached hereto as Exhibit A and the Form for Disputing Estimated Settlement Payment ("Dispute Form") attached hereto as Exhibit B. A Spanish language translation (prepared by the Claims Administrator) of all materials mailed to members of the Settlement Class by the Claims Administrator shall be included as a part of the same mailing.

47.2 (b). No later than the date specified in the Implementation Schedule, the Claims Administrator shall send a copy of the Class Notice in the form attached hereto as Exhibit A (including the Dispute Form attached hereto as Exhibit B), to members of the Settlement Class via First Class regular U.S. mail, postage prepaid, using the most current mailing address information available. For any Class Notice returned to the Claims Administrator as non-deliverable within 30 days of the original mailing date, the Claims Administrator shall make prompt and reasonable efforts to locate the person involved, using appropriate search methods, including address database searches. If new address information is obtained, the Claims Administrator shall promptly re-mail the Class Notice to the addressee via First Class regular U.S. mail, postage prepaid, using the new address. If the Claims Administrator is unable to obtain new address information with regard to any Class Notice returned as non-deliverable within 45 days following the original mailing date, or if a Class Notice is returned as non-deliverable more than 45 days following the original mailing date, the Claims Administrator shall be deemed to have satisfied its obligation to provide the Class Notice to the affected

member of the Settlement Class through the original mailing. In the event the procedures in this paragraph are followed and the intended recipient of the Class Notice does not receive the Class Notice, the intended recipient shall nevertheless remain a member of the Settlement Class and shall be bound by all the terms of this Settlement Agreement and the Order and Final Judgment.

47.2(c). The Class Notice shall provide that those members of the Settlement Class who wish to object to the settlement must serve on the Claims Administrator a written statement objecting to the settlement. Such written statement must be served on the Claims Administrator no later than the date specified in the Implementation Schedule. The Claims Administrator will file any objections with the Court. No member of the Settlement Class shall be entitled to be heard at the Settlement Fairness Hearing (whether individually or through separate counsel) or to object to this Settlement Agreement, and no written objections or briefs submitted by any member of the Settlement Class shall be received or considered by the Court at the Settlement Fairness Hearing, unless written notice of the class member's intention to appear at the Settlement Fairness Hearing, and copies of any written objections or briefs, shall have been served on the Claims Administrator on or before the date specified in the Implementation Schedule. Members of the Settlement Class who fail to serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to this Settlement Agreement.

47.2(d). At no time shall any of the Parties or their counsel seek, solicit or otherwise encourage, directly or indirectly, members of the Settlement Class to submit written objections to the settlement, or to appeal from the Order and Final Judgment.

47.2(e). A Settlement Fairness Hearing shall be conducted on the date specified in the Implementation Schedule, or as otherwise determined by the Court, to determine final approval of the settlement along with the amounts properly payable for (i) attorneys' fees and costs, including all costs of claims administration, and (ii) the enhancement payments to Named Plaintiffs. Upon final approval of the settlement by the Court at or after the Settlement Fairness Hearing, the Parties shall present the Order and Final Judgment to the Court for its approval and entry. After entry of the Order and Final Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing the terms of this agreement, settlement administration matters, and such post-final judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

47.2 (f). All members of the Settlement Class shall be eligible to receive a Settlement Award. Settlement Awards shall be paid pursuant to the settlement formula set forth herein no later than the date specified in the Implementation Schedule. The Claims Administrator shall initially determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement, which shall be conclusive, final and binding on all Parties, including all members of the Settlement Class, subject to review by Counsel for the Parties and approval by the Court. Administration of the settlement shall be completed on or before the date specified in the Implementation Schedule. Upon completion of the administration of the settlement, the Claims Administrator shall provide written certification of such completion to the Court and Counsel for the Parties. Any checks reflecting Settlement Awards shall remain valid and negotiable for 60 days from the date of their issuance and may thereafter automatically be voided if not cashed by an Eligible Class Member within that time, at which time the Eligible Class Member's claim shall be deemed void and of no further force and effect. The funds from any Settlement Award checks issued in the final distribution that are voided pursuant to this paragraph shall be paid to the *cy pres* recipient. (See ¶ 43.)

47.2 (g). The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to facilitate the administration of the settlement.

47.2 (h). In the event an appeal is filed from the Court's Order and Final Judgment, or any other appellate review is sought prior to the Effective Date, administration of the settlement shall be stayed pending final resolution of the appeal or other appellate review.

47.2 (i). The Claims Administrator shall keep Class Counsel apprised of all distributions from the trust account and, upon completion of the administration of the settlement the Claims Administrator shall provide written notice of such completion to Counsel for the Parties.

48. The terms of this Settlement Agreement include the terms set forth in any of the attached Exhibits, which are incorporated by this reference as though fully set forth herein. The Exhibits to this Settlement Agreement are an integral part of this Settlement Agreement. Except as set forth in the Exhibits to this Settlement Agreement, in the event of any conflict between this Settlement Agreement and the Exhibits, the terms of this Settlement Agreement shall control.

49. The Parties agree to hold all proceedings in the Action, except such proceedings as may be necessary to implement and complete this Settlement Agreement, in abeyance pending

the Settlement Fairness Hearing to be conducted by the Court.

50. This Settlement Agreement, as approved by the Court, may be amended or modified only by a written instrument signed by Class Counsel on behalf of the Settlement Class, and Defendants or their successors-in-interest, and as approved by the Court.

51. This Settlement Agreement constitutes the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

52. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate the terms hereof, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their respective counsel shall cooperate with each other and use their best efforts to effect the implementation of this Settlement Agreement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties agree to seek the assistance of the Court to resolve such disagreement. The person signing this Settlement Agreement on behalf of each of the Defendants represents and warrants that he or she is authorized to sign this Settlement Agreement on behalf of such Defendant.

53. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

54. All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

55. All notices and other communications to be provided or made to the Parties and/or Counsel for the Parties by the Claims Administrator under the terms of this Settlement Agreement shall be emailed and delivered personally or mailed via guaranteed next business day delivery, postage prepaid, addressed as follows:

**Class Counsel**  
Enrique Martínez  
LAW OFFICES OF JOHN E. HILL

333 Hegenberger Road, Ste. 500  
Oakland, CA 94621  
emartinez15@comcast.net

**Counsel for Defendants**

Sarah M. Hacker  
Paula C. Clark  
DIAS LAW FIRM, INC.  
502 W. Grangeville Boulevard  
Hanford, CA 93230  
sarah@diaslaw.com  
paula@diaslaw.com

56. This Settlement Agreement may be executed in one or more counterparts and by scanned or facsimile signatures (which shall be deemed originals). All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves signed counterparts.

57. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement Agreement through good faith negotiations, taking into account all relevant factors, present and potential.

58. The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of the Court's interpreting, implementing and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

59. Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made of this Settlement Agreement, the same shall not be construed against any of the Parties.

60. The Named Plaintiffs agree to sign this Settlement Agreement and by signing this Settlement Agreement are bound by the terms herein stated and further agree not to object to any of the terms of this Settlement Agreement.

**NAMED PLAINTIFFS**

Dated: \_\_\_\_\_  
MARTEL CUEVAS

Dated: \_\_\_\_\_  
CESAR OMAR GUTIERREZ

Dated: \_\_\_\_\_  
PASCUAL ROBLES

**CLASS COUNSEL**

Dated: \_\_\_\_\_  
Enrique Martinez, Esq.  
LAW OFFICES OF JOHN E. HILL

**DEFENDANTS**

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
FLAVIO MARTINS, individually and d/b/a TOP  
LINE DAIRY, MILK FLOW DAIRY, MILK FLOW  
GOAT DAIRY, and VACA LINDA DAIRY

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
ROBERTO MARTINS

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
CRISTIANO MARTINS

**COUNSEL FOR DEFENDANTS**

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Sarah M. Hacker, Esq.  
DIAS LAW FIRM, INC.

**NAMED PLAINTIFFS**

Dated: 11/20/2020 \_\_\_\_\_

  
\_\_\_\_\_  
MARTEL CUEVAS

Dated: \_\_\_\_\_

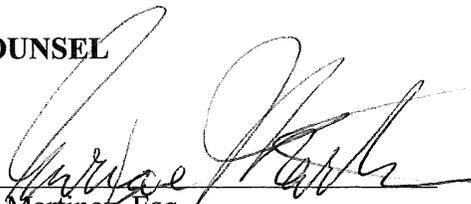
\_\_\_\_\_  
CESAR OMAR GUTIERREZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
PASCUAL ROBLES

**CLASS COUNSEL**

Dated: 11/20/2020 \_\_\_\_\_

  
\_\_\_\_\_  
Enrique Martinez, Esq.  
LAW OFFICES OF JOHN E. HILL

**DEFENDANTS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
FLAVIO MARTINS, individually and d/b/a TOP  
LINE DAIRY, MILK FLOW DAIRY, MILK FLOW  
GOAT DAIRY, and VACA LINDA DAIRY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERTO MARTINS

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
CRISTIANO MARTINS

**COUNSEL FOR DEFENDANTS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sarah M. Hacker, Esq.  
DIAS LAW FIRM, INC.

**NAMED PLAINTIFFS**

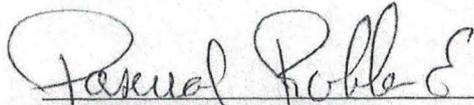
Dated: \_\_\_\_\_

\_\_\_\_\_  
MARTEL CUEVAS

Dated: \_\_\_\_\_

\_\_\_\_\_  
CESAR OMAR GUTIERREZ

Dated: 11-24-2020

  
\_\_\_\_\_  
PASCUAL ROBLES

**CLASS COUNSEL**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Enrique Martinez, Esq.  
LAW OFFICES OF JOHN E. HILL

**DEFENDANTS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
FLAVIO MARTINS, individually and d/b/a TOP  
LINE DAIRY, MILK FLOW DAIRY, MILK FLOW  
GOAT DAIRY, and VACA LINDA DAIRY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERTO MARTINS

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
CRISTIANO MARTINS

**COUNSEL FOR DEFENDANTS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sarah M. Hacker, Esq.  
DIAS LAW FIRM, INC.

**NAMED PLAINTIFFS**

Dated: \_\_\_\_\_

11/25/2020

\_\_\_\_\_  
MARTEL CUEVAS

*Cesar  
Omar G. H.*

Dated: \_\_\_\_\_

\_\_\_\_\_  
CESAR OMAR GUTIERREZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
PASCUAL ROBLES

**CLASS COUNSEL**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Enrique Martinez, Esq.  
LAW OFFICES OF JOHN E. HILL

**DEFENDANTS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
FLAVIO MARTINS, individually and d/b/a TOP  
LINE DAIRY, MILK FLOW DAIRY, MILK FLOW  
GOAT DAIRY, and VACA LINDA DAIRY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERTO MARTINS

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
CRISTIANO MARTINS

**COUNSEL FOR DEFENDANTS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sarah M. Hacker, Esq.  
DIAS LAW FIRM, INC.

**NAMED PLAINTIFFS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
MARTEL CUEVAS

Dated: \_\_\_\_\_

\_\_\_\_\_  
CESAR OMAR GUTIERREZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
PASCUAL ROBLES

**CLASS COUNSEL**

Dated: \_\_\_\_\_

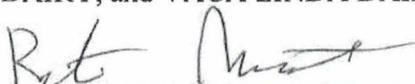
\_\_\_\_\_  
Enrique Martinez, Esq.  
LAW OFFICES OF JOHN E. HILL

**DEFENDANTS**

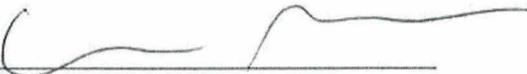
Dated: 11-25-20

By:   
FLAVIO MARTINS, individually and d/b/a TOP  
LINE DIARY, MILK FLOW DAIRY, MILK FLOW  
GOAT DAIRY, and VACA LINDA DAIRY

Dated: 11-25-20

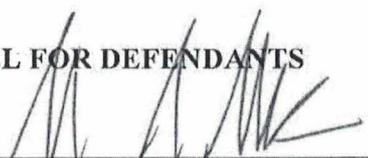
By:   
ROBERTO MARTINS

Dated: 11-25-20

By:   
CRISTIANO MARTINS

**COUNSEL FOR DEFENDANTS**

Dated: 11.25.2020

By:   
Sarah M. Hacker, Esq.  
DIAS LAW FIRM, INC.

# EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF KINGS  
*Cuevas, et al. v. Flavio Martins, et al.* – Case No. 19C-0348

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

**You may be entitled to money from a class action settlement if you were employed by Flavio Martins, Roberto Martins and/or Cristiano Martins at any time from October 1, 2015 to September 15, 2019.**

There is a proposed class and collective action settlement (“Settlement”) to resolve a lawsuit alleging that Flavio Martins, Roberto Martins, and Cristiano Martins (“Defendants”) violated California employment laws. The Court has preliminarily approved the Settlement. Payments will only be issued, however, if the Court grants final approval of the Settlement.

**THIS NOTICE IS TO INFORM YOU ABOUT:**

- A PROPOSED SETTLEMENT OF THIS CLASS ACTION LAWSUIT;
- YOUR RIGHT TO RECEIVE A SHARE OF THE SETTLEMENT FUNDS;
- YOUR RIGHT TO CHALLENGE THE DATES USED TO COMPUTE YOUR SHARE;
- YOUR RIGHT TO FILE WITH THE COURT ANY OBJECTIONS YOU MAY HAVE TO THE SETTLEMENT; AND,
- YOUR RIGHT TO OPT OUT OF THE SETTLEMENT.

1. If I decide to participate and want to receive money, what must I do?

**You do not have to do anything to receive a payment.** The settlement of class claims automatically includes participants unless they affirmatively exclude themselves from the settlement (“opt out”).

2. Why did I get this Class Notice?

**Defendants’ records show that you were employed at some time from October 1, 2015 to September 15, 2019, as a non-exempt dairy worker.** The lawsuit is in state court and is known as *Cuevas, et al. v. Flavio Martins, et al.* and the case number is 19C-0348. The “Plaintiffs” who filed the lawsuit are Martel Cuevas, Cesar Omar Gutierrez and Pascual Robles. Plaintiffs sued Flavio Martins, Roberto Martins, and Cristiano Martins.

The claims are brought as a class action. The Plaintiffs named above are the “Class Representatives” who filed this class action on behalf of themselves and other employees who have similar claims. The Plaintiffs and the other employees together are a “Class” and “Class Members.” The Court will decide the issues for all Class Members, except for those who exclude themselves from the Class. Plaintiffs and Defendants have entered into the Settlement to avoid the cost and risk of further litigation. Defendants deny all of the legal claims in the case. The Class Representatives and their lawyers think the Settlement is in the best interests of all Class Members. The Court has preliminarily approved the Settlement. The Court must also grant final approval for the Settlement to be valid.

3. Who is in the Settlement Class?

The Settlement Class is defined as follows:

All non-exempt dairy workers employed by Defendants any time between October 1, 2015 and September 15, 2019, excluding all of the Defendants' family members, office workers, managers and employees who previously settled claims with Defendants through the Labor Commissioner.

4. What are the claims in this lawsuit?

The claims allege that Defendants failed to pay overtime wages, failed provide required lunch and rest breaks and failed to reimburse for work expenses. Plaintiffs also allege they are entitled to penalties.

**THE SETTLEMENT BENEFITS—WHAT YOU GET**

5. What does the Settlement provide?

Defendants agree to pay \$750,000 into the settlement fund. The following amounts will be deducted from this settlement fund if approved by the Court: (1) \$18,000 to CPT Group, Inc. for claims administration costs; (2) \$7,500 to the California Labor and Workforce Development Agency for its share of penalties under the Private Attorneys General Act; (3) \$10,000 each to the named Plaintiffs as incentive payments for their service and risks as the Class Representatives; and (4) \$225,000 for Class Counsel's attorney fees and \$11,200 for costs.

Subtracting the Court-awarded deductions from the total settlement amount will result in a net settlement fund of approximately \$458,300, which will be used for payments to those employees who participate in the Settlement. Defendants will fund the Settlement in installment payments, to be completed by <<See Implementation Schedule>>.

6. How much money will I get if I participate in the Settlement?

If you do not exclude yourself from ("opt out" of) the Settlement, you will be entitled to a payment of approximately \$<<estimated award>> ("Settlement Payment"). This payment is based on the number of pay periods that you worked at any of Defendants' dairies between October 1, 2015 and September 15, 2019 in which you: (1) were eligible for overtime pay, but were not paid at an overtime rate; (2) were eligible for a meal period but were not provided with an adequate one; and/or (3) were eligible for a rest break but were not provided with an adequate one; (4) were not reimbursed for business related expenses. **To dispute your Settlement Payment, please use the Dispute Form included in the envelope.**

If you wish to remain in the Class, you will receive a Settlement Payment. 80% of your Settlement Payment will be treated as penalties and interest, and you will be provided with a "1099-Misc" tax form for that amount. The other 20% will be treated as wages subject to withholding of applicable taxes, and you will be provided with a "W-2" tax form.

**HOW TO GET PAYMENT OR EXCLUDE YOURSELF FROM THIS LAWSUIT**

7. How do I get a payment for the claims?

**To receive a payment for the claims, you don't have to do anything.** You will give up your right to make claims against Defendants in another lawsuit regarding their alleged failure to pay overtime wages, failure to provide adequate meal periods and rest breaks, failure to reimburse work-related expenses, failure to provide proper itemized pay statements, failure to pay waiting-time penalties to former employees, and for related violations of the Unfair Competition Law and Private Attorney General Act.

#### 8. When will I get a payment?

The Court will hold a final approval hearing on **[insert date]**, and if the Settlement is approved by the Court, then the Settlement Payment will be sent to the address where you received this notice. If you would like to change the address where your Settlement Payment will be mailed, please contact the Claims Administrator at:

Cuevas v. Flavio Martins, Claims Administrator, CPT Group Class Action Administrators, P.O. Box \*\*\*, Irvine, California, \*\*\*; Tel. 800-\*\*\*-\*\*\*\*

Checks will be mailed to participating settlement members if and after the Court grants “final approval” of the Settlement. If the Court approves the Settlement after the Final Approval Hearing, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. If there are no appeals and the Court grants “final approval” of the Settlement, your payment will be sent in one check, which will be sent out approximately \_\_\_\_\_. Any unclaimed funds will be redistributed among the Class Members and a second check will be sent \_\_\_\_\_. If you have questions regarding when checks will be mailed, please contact the Settlement Administrator (contact information above) or Class Counsel (see Question # 13).

#### 9. How do I exclude myself from the Settlement Class?

If you do not want to participate in the Settlement, you may be excluded (“opt out”) by sending a timely letter in writing to the Claims Administrator. The letter must contain your name, address and telephone number, and state that you do not wish to participate in the Settlement in Cuevas v. Flavio Martins, case number 19C-0348 (called a “Request for Exclusion”). The Request for Exclusion must be signed, dated, mailed by First Class U.S. Mail, or the equivalent, and postmarked no later than **[+45 days from mailing]** to:

Cuevas v. Flavio Martins, Claims Administrator, CPT Group Class Action Administrators, P.O. Box \*\*\*, Irvine, California, \*\*\*; Tel. 800-\*\*\*-\*\*\*\*

The Court will exclude any settlement class member who sends a complete and timely Request for Exclusion as described in the paragraph above. Requests for Exclusion that do not include all the required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any settlement class member who fails to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement, release and any Judgment entered in the Action if the Settlement receives final approval from the Court.

If you send a Request for Exclusion, you will not receive money for the claims.

#### 10. What happens if I exclude myself from the Settlement Class?

If you exclude yourself from the Settlement Class, then (1) you will not receive money for the claims from the Settlement; (2) you will not be bound by any further order or judgment entered for or against the Settlement Class; (3) you will not have a right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement; and (4) you may pursue any California claims against Defendants that

were included in this case. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

## **OBJECTING TO THE SETTLEMENT**

### 11. How do I object to the Settlement?

Any member of the Settlement Class may object to the proposed Settlement, or any portion of it, by a written objection and supporting papers, which must be mailed to the Claims Administrator no later than **[+45 days after mailing]**. The Claims Administrator will file any objections with the Court. The address of the Claims Administrator is:

Cuevas v. Flavio Martins, Claims Administrator, CPT Group Class Action Administrators, P.O. Box \*\*\*, Irvine, California, \*\*\*; Tel. 800-\*\*\*-\*\*\*\*

A member of the Settlement Class who wishes to object but who fails to comply with the objection procedure described above shall be deemed not to have objected. Any member who does not timely submit written objections shall not be permitted to present his or her objections at the Court's final approval hearing (see Question 15). Any member who submits an objection remains eligible to receive monetary compensation from the Settlement. Only Settlement Class members who do not send a Request for Exclusion may object.

### 12. What is the difference between objecting and excluding yourself from the Settlement Class?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class.

Excluding yourself ("opting out") is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, then you cannot object because the Settlement will no longer affect you, and you will not receive any money for the California claims.

## **THE LAWYERS IN THIS CASE**

### 13. Do I have a lawyer in this case?

The following lawyers are Class Counsel for the Settlement Class:

Enrique Martínez  
LAW OFFICES OF JOHN E. HILL  
333 Hegenberger Road, Suite 500  
Oakland, California 94621  
Telephone: (510) 588-1000

### 14. Who are the lawyers representing Flavio Martins, et al.?

The following lawyers represent Flavio Martins and the other defendants in this case:

Sarah M. Hacker and Paula C. Clark  
DIAS LAW FIRM, INC.  
502 W. Grangeville Boulevard  
Hanford, CA 93230

## **THE COURT'S FINAL APPROVAL HEARING**

### **15. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a final approval hearing (also called a fairness hearing) to decide whether to finally approve the Settlement. The hearing will be on \_\_\_\_\_, 2021, at \_\_\_\_ in Department 8 at the Superior Court of the State of California, County of Kings, Civil Division, Hanford Courthouse, which is located at 1640 Kings County Drive, Hanford, CA 93230. The hearing may be moved to a different date and/or time without additional notice.

At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If you have filed a timely objection (see Question 11), the Court will consider it, and you may choose to speak at the hearing. The Court will only listen to people who have mailed a timely objection. The Court will also decide how much to pay (1) the Claims Administrator for claims administration costs; (2) the Plaintiffs for serving as Class Representatives; and (3) Class Counsel for attorney fees and costs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the Court's decision will take.

### **16. Do I have to go to the hearing?**

No, you do not have to go to the hearing. Class Counsel and Defendants' lawyers will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to go to Court to talk about it. As long as you have mailed your objection on time, the Court will consider it. If you have filed a timely objection, you may pay another lawyer at your own expense to attend the hearing and appear on your behalf, but it is not required.

### **17. How do I get more information?**

This Class Notice provides only a summary of the most important terms of the Settlement. The complete terms of the proposed settlement are stated in the actual Settlement that has been preliminarily approved by and filed with the Court. You can view important documents about this case, including the entire Settlement, at this website: [www.cpt---.com](http://www.cpt---.com). You may contact Class Counsel (Enrique Martínez at 510-588-1000) or the Claims Administrator (800-\_\_\_\_) for more information. You may also get copies of the documents from Class Counsel. Please say that you are calling about the Top Line Dairy case.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR DEFENDANTS, WITH INQUIRIES.**

# EXHIBIT B

**Cuevas, Martel, et al. v. Flavio Martins, et al.**  
**Superior Court Of The State Of California, County Of Kings**  
**Case No. 19C-0348**

**FORM FOR DISPUTING ESTIMATED SETTLEMENT PAYMENT**

**RETURN THIS FORM ONLY IF (1) YOU WISH TO DISPUTE YOUR ESTIMATED SETTLEMENT PAYMENT PORTION FOR YOUR CLASS CLAIMS, OR (2) YOU HAVE A NEW ADDRESS. YOU MUST COMPLETE, SIGN, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL, POSTMARKED ON OR BEFORE \_\_\_\_\_, 2021, TO:**

**Cuevas, Martel, et al. v. Flavio Martins, et al.**  
c/o CPT Group Class Action Administrators  
P.O. Box \_\_\_\_\_  
Irvine, CA 92606

**PART I: CLASS MEMBER INFORMATION**

The name and mailing address that we have for you is:

***Make any address corrections here:***

<<Name>>

<<Address>>

<<Address>>

<<City>>, << State>> <<Zip> >

ITIN Number or last 4 digits of Social Security Number:

Telephone Number:

Email:

**PART II: EMPLOYMENT INFORMATION**

**Section A: Employer's Records**

According to records maintained by Defendants, you worked for them for a total of <<Payperiods>> between October 1, 2015 and September 15, 2019. **Based on this information, your Settlement Award is approximately \$<<EstSet>>.**

**Section B: If You Dispute the Above Information**

***Complete the following section ONLY if you believe the above information regarding your pay periods is not accurate.***

PAY PERIODS WORKED (between October 15, 2015 and September 15, 2019 ONLY):

You must include all documents and other information that support your claim that the pay periods according to the employer's records are not accurate. If you do not provide satisfactory supporting documentation, your total number of qualifying shifts will be calculated based on the records provided by Defendants, as listed in Section A, above.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

CONFIDENTIAL - INTERNAL USE ONLY

# EXHIBIT C

CONFIDENTIAL - INTERNAL USE ONLY

CONFIDENTIAL - INTERNAL USE ONLY

CONFIDENTIAL - INTERNAL USE ONLY

**Cuevas, Martel, et al. v. Flavio Martins, et al.**  
**Superior Court of The State Of California, County of Kings**  
**Case No. 19C-0348**

**IMPLEMENTATION SCHEDULE**

	<b>EVENT</b>	<b>DATE/DEADLINE</b>	<b>REFERENCE</b>
1.	Order granting preliminary approval		Date of Order re Prelim App (“Order”)
2.	Defendants provide list of all class member addresses to Claims Admin	5 Days from Date of Order	Settlement ¶ Order ¶ __
3.	Claims Admin sends Class Notice	14 Days from Date of Order	Order ¶ __
4.	Opt out deadline	45 Days from Date Notice is sent out	Order ¶ __
5.	Objection deadline	45 Days from Date Notice sent out	Order ¶ __
6.	Award dispute deadline	45 Days from Date Notice sent out	Order ¶ __
7.	Motion for final approval attorneys’ fees due	[TBD depending on final approval hearing date]	Order ¶ __
8.	Any response to objections due	[TBD]	Order ¶ __
9.	Hearing on motion for final approval and attorneys’ fees	[TBD]	Order ¶ __
10.	Order granting final approval	[TBD]	Order ¶ __
11.	Claims Admin provides Counsel list of claimants; gross and net allocable to wages vs. penalties/interest	[TBD, 15 days from final approval order]	Settlement ¶ 39

12.	Defendants make First Payment of \$150,000 to Class Settlement Fund	Date of Preliminary Approval Order	Settlement ¶ 33
13.	The Claims Administrator will: (1) issue a check to the LWDA for PAGA payment; (2) issue a check to Class Counsel for all attorneys' costs (not fees); and (3) pay itself for half of the claims administration costs.	Within thirty (30) days from receipt of the first payment (i.e., by January 19, 2021)	Settlement ¶¶ 34-37
14.	Defendants make Second Payment of \$200,000 to Class Settlement Fund	9 months from the date of the first payment	Settlement ¶ 33
15.	First distribution of Settlement Awards by Claims Administrator to the Class  (Settlement Awards shall remain valid and negotiable for 60 days from the date of their issuance)	Within thirty (30) days from receipt of the second payment	Settlement ¶¶ 34-37
16.	Defendants make Third Payment of \$200,000 to Class Settlement Fund	18 months from the date of the first payment	Settlement ¶ 33
17.	Defendants make Fourth (and final) Payment of \$200,000 to Class Settlement Fund	27 months from the date of the first payment	Settlement ¶ 33

18.	<p>-Second distribution of Settlement Awards by Claims Administrator to the Class. Any unclaimed amounts from the first distribution to Settlement Class Members will revert to the Net Settlement Fund and distributed to Settlement Class Members pro rata in the second and final distribution to them.</p> <p>(Settlement Awards shall remain valid and negotiable for 60 days from the date of their issuance)</p> <p>-Distribution of attorneys' fees, class representative service awards, and second half of claims administration costs.</p>	Within thirty (30) days from receipt of the fourth payment	Settlement ¶¶ 34-37
19.	Defendants make payment of payroll taxes to Claims Admin	TBD	Settlement ¶ 21
20.	Unclaimed funds (after second distribution to the Class) and any other remaining funds shall be paid to <i>cy pres</i> recipient	90 Days from the Date of the Final Distribution	Settlement ¶¶ 34, 43
21.	Claims Admin provides written certification of completion of settlement administration to Court and Counsel	120 Days from Date of the Final Distribution	Settlement ¶ 47.2(f)