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8 *Attorneys for Plaintiffs & Putative Class*

FILED

DEC 18 2020

MICHELLE S. MARTINEZ, CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS
Ashley
DEPUTY
ASHLEY BILLINGS

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF KINGS**
11 **(UNLIMITED JURISDICTION)**

12 MARTEL CUEVAS, PASCUAL ROBLES,
13 and CESAR OMAR GUTIERREZ individuals,
14 on behalf of themselves and others similarly
15 situated,

16 Plaintiffs,

17 vs.

18 FLAVIO MARTINS, individually and d/b/a
19 TOP LINE DAIRY, MILK FLOW DAIRY,
20 MILK FLOW GOAT DAIRY, and VACA-
21 LINDA DAIRY; ROBERTO MARTINS,
22 individually; CRISTIANO MARTINS,
23 individually; and, DOES 1 through 50,
24 inclusive,

25 Defendants.

Case No.: 19C-0348

CLASS ACTION

-----, ORDER GRANTING
UNOPPOSED MOTION FOR
(1) PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT;
(2) PROVISIONAL CERTIFICATION OF
SETTLEMENT CLASS AND
APPOINTING CLASS COUNSEL;
(3) APPROVING FORM AND METHOD
OF CLASS NOTICE; AND (4)
SCHEDULING A FINAL FAIRNESS
HEARING

Hon. Valerie R. Chrissakis
Dept: 8

1 the Defendants' family members, office workers, managers and employees who previously settled
2 claims with Defendants through the Labor Commissioner."

3 3. Certification of the Settlement Class shall be solely for the purposes of settlement
4 and without prejudice to the Parties in the event the Settlement is not finally approved by this Court
5 or otherwise does not take effect.

6 4. The Court preliminarily approves the Settlement as fair, reasonable, and adequate,
7 entered into in good faith, free of collusion, and within the range of possible judicial approval.

8 5. The Court appoints the following attorneys as Class Counsel:

9
10 Enrique Martinez
11 LAW OFFICES OF JOHN E. HILL
12 333 Hegenberger Road, Ste. 500
13 Oakland, CA 94621
14 Telephone: (510) 588-1000
15 Facsimile: (510) 632-1445
16 Email: enriquemartinez@hill-law-offices.com

17 6. The Court appoints the named plaintiffs, Martel Cuevas, Pascual Robles and Cesar
18 Omar Gutierrez as class representatives.

19 7. The Court appoints CPT Group, Inc. to serve as the settlement administrator and to
20 carry out all duties and responsibilities of the Claims Administrator as specified in the Settlement.

21 8. The Court approves the method of disseminating notice to the Settlement Class in
22 Spanish and English, as set forth in the Settlement. The Court approves the form and content of the
23 Class Notice, and Dispute Form attached hereto and to the Settlement as Exhibits 1A and 1B. The
24 Court finds that the proposed forms are reasonably clear and should be reasonably understandable
25 to Settlement Class members. The Court finds that the proposed form and method of notice
26 provided in the Settlement constitutes the best notice practicable under the circumstances, and will
27 provide valid, due, and sufficient notice to the Settlement Class in full compliance with the
28 requirements of applicable law, including Code of Civil Procedure section 382 and the Due Process
Clause of the United States Constitution, and is the only notice to the Settlement Class of the
Settlement that is required.

1 9. Not later than five (5) days from the date of this Order, Defendant's counsel shall
2 provide to the Claims Administrator and Class Counsel with a list of all members of the Settlement
3 Class, their last known addresses, telephone numbers, and social security or individual taxpayer
4 identification numbers, current or final pay rate, and whether they are former employees. Class
5 Counsel shall supplement this information with any more recent contact information available for
6 members of the Settlement Class and the Claims Administrator will request more recent address
7 information from the U.S. Postal Service. The Claims Administrator shall be responsible for
8 preparing, printing, and mailing to members of the Settlement Class the Class Notice and Dispute
9 Form. A Spanish language translation (prepared by the Claims Administrator) of all materials
10 mailed to members of the Settlement Class shall be included as a part of the same mailing.

11 10. No later than fourteen (14) days from the date of this Order, the Claims
12 Administrator shall send a copy of the Class Notice and Dispute Form to members of the
13 Settlement Class via First Class regular U.S. mail, postage prepaid, using the most current mailing
14 address information available. The date of the original mailing will be the Notice Date. For any
15 Class Notice returned to the Claims Administrator as non-deliverable within forty-five (45) days of
16 the Notice Date, the Claims Administrator shall make prompt and reasonable efforts to locate the
17 person involved, using appropriate search methods. If new address information is obtained, the
18 Claims Administrator shall promptly re-mail the Class Notice to the addressee via First Class
19 regular U.S. mail, postage prepaid, using the new address. If the Claims Administrator is unable to
20 obtain new address information with regard to any Class Notice returned as non-deliverable within
21 thirty (30) days following the Notice Date, or if a Class Notice is returned as non-deliverable more
22 than forty-five days (45) days following the original mailing date, the Claims Administrator shall
23 be deemed to have satisfied its obligation to provide the Class Notice to the affected member of the
24 Settlement Class through the original mailing. In the event the procedures in this paragraph are
25 followed and the intended recipient of the Class Notice does not receive the Class Notice, the
26 intended recipient shall nevertheless remain a member of the Settlement Class and shall be bound
27 by all the terms of this Settlement and the Order and Final Judgment.

28

1 11. Those members of the Settlement Class who wish to opt out of the settlement must
2 serve on the Claims Administrator a written statement opting out of the Settlement. Such written
3 statement must be served on the Claims Administrator no later than forty five (45) days from the
4 Notice Date.

5 12. If the Settlement is finally approved and becomes effective, any Settlement Class
6 member who does not send a timely and valid written statement opting out of the Settlement shall
7 be a Settlement Class Member and shall be bound by all subsequent proceedings, orders, and
8 judgments in this Action, including, but not limited to, the release of claims as provided in the
9 Settlement.

10 13. Those members of the Settlement Class who wish to object to the Settlement must
11 serve on the Claims Administrator a written statement objecting to the Settlement. Such written
12 statement must be served on the Claims Administrator no later than forty five (45) days from the
13 Notice Date. The Claims Administrator will file with this Court any objections received no later
14 than three (3) court days from the deadline. No member of the Settlement Class shall be entitled to
15 be heard at the Settlement Fairness Hearing (whether individually or through separate counsel) or
16 to object to this Settlement, and no written objections or briefs submitted by any member of the
17 Settlement Class shall be received or considered by the Court at the Settlement Fairness Hearing,
18 unless written notice of the class member's intention to appear at the Settlement Fairness Hearing,
19 and copies of any written objections or briefs, shall have been served on the Claims Administrator
20 no later than forty five (45) days from the Notice Date. Members of the Settlement Class who fail
21 to serve timely written objections in the manner specified above shall be deemed to have waived
22 any objections and shall be foreclosed from making any objection (whether by appeal or otherwise)
23 to the Settlement.

24 14. Any Settlement Class member who submits a timely and valid written objection
25 ("Objector") may appear at the Fairness Hearing, either in person or through personal counsel hired
26 at the Objector's own expense. Any Settlement Class member who does not submit a timely and
27 valid objection shall be deemed to have waived all objections to the Settlement and shall forever be
28

1 foreclosed from making any objection to the fairness, adequacy, or reasonableness of the
2 Settlement and any Final order and Final Judgment entered approving it.

3 15. Those Settlement Class members who wish to dispute their share of the settlement
4 proceeds must submit a timely dispute form to the Claims Administrator as set forth in the
5 Settlement and Exhibit 1B attached thereto, no later than forty five (45) days from the Notice Date.
6 The Claims Administrator shall calculate the amount of individual Settlement Awards taking into
7 account the number of pay periods during the Class Period that each Eligible Class Member
8 worked for Defendants.

9 16. The Court will hold a final Fairness Hearing on _____, 2021 at
10 ____:00 am to determine whether the Settlement should be finally approved as fair, reasonable, and
11 adequate to the Settlement Class, whether Final Judgment should be entered dismissing the Action
12 with prejudice, and whether Class Counsel's application for an award of attorneys' fees and costs
13 pursuant to the Settlement should be approved.

14 17. The Parties shall file any motions in support of final approval of the Settlement and
15 Class Counsel shall file their fee application no later than _____, 2021.

16 18. The Parties shall file any responses to any Objectors, and any reply papers in
17 support of final approval or Class Counsel's fee application by no later than _____,
18 2021.

19 19. At no time shall any of the Parties or their counsel seek, solicit or otherwise
20 encourage, directly or indirectly, members of the Settlement Class to submit written objections to
21 the settlement, to opt out, or to appeal from the Order and Final Judgment.

22 20. The date of the Fairness Hearing as provided in this Order and related deadlines
23 may be rescheduled by the Court upon notice to the Parties.

24 21. This Order shall become null and void and shall be without prejudice to the rights of
25 the Parties, all of whom shall be restored to their respective positions existing immediately before
26 the Court entered this Order, if: (a) the Settlement is not finally approved by the Court, or does not
27 become final, pursuant to the terms of the Settlement; or (b) the Settlement does not become
28 effective pursuant to the terms of the Settlement for any other reason.

1 22. Pending the final determination of whether the Settlement should be approved, all
 2 proceedings in this Action, except as may be necessary to implement the Settlement or to comply
 3 with the terms of the Settlement, are hereby stayed.

4 23. The following chart summarizes the dates and deadlines set by this Order, which are
 5 also included in the Implementation Schedule attached as Exhibit C to the Settlement:

	EVENT	DATE/DEADLINE	REFERENCE
6			
7			
8	1. Order granting preliminary approval		Date of Order re Prelim App ("Order")
9	2. Defendants provide list of all class member addresses to Claims Admin	5 Days from Date of Order	Settlement ¶ Order ¶ __
10	3. Claims Admin sends Class Notice	14 Days from Date of Order	Order ¶ __
11	4. Opt out deadline	45 Days from Date Notice is sent out	Order ¶ __
12	5. Objection deadline	45 Days from Date Notice sent out	Order ¶ __
13	6. Award dispute deadline	45 Days from Date Notice sent out	Order ¶ __
14	7. Motion for final approval attorneys' fees due	[TBD depending on final approval hearing date]	Order ¶ __
15	8. Any response to objections due	[TBD]	Order ¶ __
16	9. Hearing on motion for final approval and attorneys' fees	[TBD]	Order ¶ __
17	10. Order granting final approval	[TBD]	Order ¶ __
18	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
19	12. Defendants make First Payment of \$150,000 to Class Settlement Fund	Date of Preliminary Approval Order	Settlement ¶ 33
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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

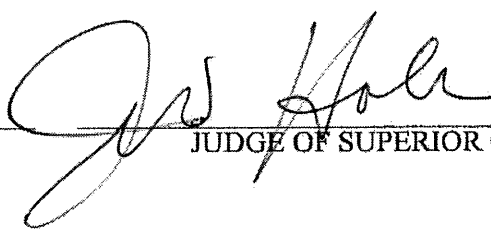
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18.	-Second distribution of Settlement Awards by Claims Administrator to the Class. Any unclaimed amounts from the first distribution to Settlement Class Members will revert to the Net Settlement Fund and distributed to Settlement Class Members pro rata in the second and final distribution to them. (Settlement Awards shall remain valid and negotiable for 60 days from the date of their issuance) -Distribution of attorneys' fees, class representative service awards, and second half of claims administration costs.	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>cypres</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)

IT IS SO ORDERED.

DATED:

DEC 18 2020



JUDGE OF SUPERIOR COURT



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

Q: 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.

Q: 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

Q: How 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

Q: 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. You may contact Class Counsel (Enrique Martfnez 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