

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
**THIS IS A COURT AUTHORIZED NOTICE – NOT AN ATTORNEY SOLICITATION**

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF KERN  
*Daniel Vargas v. Paramount Citrus II LLC, et. al.*, Case No. BCV-16-101117

CPT ID: «ID»  
«EmployeeName»  
«Address1» «Address2»  
«City», «State» «Zip»

Please provide current address (if different) here:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.**

**The approximate settlement payment that you are individually estimated to receive is «EstAmount», depending upon how many people participate in the settlement.**

**THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

YOU ARE HEREBY NOTIFIED that a proposed settlement of the above putative class action entitled Daniel Vargas et. al. v. Wonderful Citrus II LLC (formerly Paramount Citrus II LLC) et. al., Case No. BCV-16-101117, filed in Kern County Superior Court (the “Action”) has been reached between the parties and has been granted preliminary approval by the Court supervising the Action. The Kern County Superior Court has ordered that this Class Notice be sent to you because you may be a member of the settlement class. The purpose of this Class Notice is to inform you of the settlement of this putative class action and your legal rights under the settlement as follows:

- The “Settlement Class” is defined as all non-exempt “sprayers” “chemical mixers” and “truck drivers” who have been employed or are currently employed by Defendant Wonderful Citrus II LLC (formerly Paramount Citrus II LLC) (hereinafter “Defendant”) in its spray operations in California between May 17, 2012 and November 22, 2019 (the “Class Period”), exclusive of anyone who only held any position classified as “exempt,” including but not limited, to the positions of “Manager,” “Supervisor,” or “Assistant Supervisor” during the Class Period.
- The proposed settlement resolves claims that were or could have been brought under California law, including but not limited to the following: Defendant’s alleged failure to pay for all hours worked, failure to pay minimum wages, failure to pay overtime compensation, failure to pay compensation at the time of termination, failure to provide proper wage statements, meal and rest break violations, failure to provide one day of rest in seven, violation of California’s Private Attorney General Act (“PAGA”), and violation of California Business and Professions Code Section 17200.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing &amp; Get a Payment</b>	<p>You do not need to do anything to receive money. Money will be automatically paid to you if you do not request exclusion. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.</p> <p>You WILL give up any rights to sue Wonderful Citrus II LLC (formerly Paramount Citrus II LLC) for the claims made in the Action or any that could have been brought pursuant to the California Labor Code. You WILL be bound by the release explained in this notice below.</p>
<b>Exclude Yourself</b>	<p>If you exclude yourself, you WILL NOT receive payment. You WILL have the option to file your own lawsuit regarding the claims resolved by this settlement or those that are sufficiently related. You WILL NOT be bound by the release explained in this notice below.</p>
<b>Object</b>	<p>If you do not exclude yourself, you may object to the non-PAGA portion of the settlement. If you object, you should write to the Court explaining why you do not agree with the settlement. Your objection should comply with the objection requirements set forth in this notice below. The Court may or may not agree with your objection.</p>

**YOU WILL NOT BE RETALIATED AGAINST FOR PARTICIPATING IN THIS SETTLEMENT.**

**WHY SHOULD I READ THIS NOTICE?**

This notice explains a proposed settlement of a lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of a class on whose behalf this lawsuit has been brought.

Your options are explained in this Notice. If you have questions, you may call Bradley/Grombacher LLP (“Class Counsel”) by dialing (805) 270-7100. You may also call CPT Group, Inc. (“Settlement Administrator”) by dialing 1-888-491-2576. Please do not call the court.

**WHAT IS THIS LAWSUIT ABOUT?**

Plaintiff Daniel Vargas (“Plaintiff”) filed the Action on behalf of non-exempt sprayers, mixers, and truck drivers who worked for Defendant’s spray operations between May 17, 2012 and November 22, 2019. The Action alleges that Defendant: (1) failed to pay for all hours worked; (2) failed to pay minimum wages; (3) failed to pay overtime compensation; (4) failed to pay compensation at the time of termination; (5) failed to provide proper wage statements; (6) failed

to provide timely and/or proper meal and rest breaks; (7) violated PAGA; (8) violated California's Business and Professions Code Section 17200; and (9) failed to provide one day of rest in seven. The Action seeks recovery of wages, restitution, statutory and civil penalties, interest, attorneys' fees and costs.

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for any purpose other than that of settling the Action, the Action is appropriate for class treatment. Defendant contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable law. The Court has made no ruling and will make no ruling on the merits of the Action and its allegations and claims.

### **SUMMARY OF THE SETTLEMENT**

#### **A. Why is there a Settlement?**

The Court did **not** decide in favor of the Plaintiff or Defendant. There was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the class members will get compensation. Plaintiff and Plaintiff's attorneys believe the settlement is fair, reasonable and adequate and in the best interests of the Settlement Class.

#### **B. Who is in the Class?**

The Settlement Class consists of all non-exempt "sprayers" "chemical mixers" and "truck drivers" who have been employed or are currently employed by Defendant in its spray operations between May 17, 2012 and November 22, 2019 in California, exclusive of anyone who solely held positions classified as exempt, including but not limited to those who held positions of "Manager," "Supervisor," or "Assistant Supervisor".

#### **C. What is the Class Period?**

The term "Class Period" is defined as the period from May 17, 2012 through November 22, 2019.

#### **D. What does the Settlement provide?**

##### **1. Gross Fund Value.**

Defendant will pay a total of Two Million Three Hundred Thousand dollars and zero cents (\$2,300,000.00) (the "GFV") to settle the Action.

The following sums will be paid from the GFV: all settlement payments to the Settlement Class, attorneys' fees (not to exceed 33.3% of the GFV or \$765,900.00), litigation expenses not to exceed \$45,000.00, administrative costs estimated in an amount not to exceed \$15,000, the PAGA settlement payment in the amount of \$50,000.00 (the "PAGA Settlement"), \$37,500.00 of which will be paid to the California Labor & Workforce Development Agency (the "LWDA"), and an enhancement payment to Plaintiff in the amount of \$10,000.00.

The GFV funds shall be paid to CPT Group, Inc. (the “Settlement Administrator”). The Settlement Administrator shall cause the Court-approved enhancement to Plaintiff, Court-approved attorneys’ fees and litigation costs, administrative costs, and the PAGA Settlement to be paid from the GFV at the same time as the settlement payments to the Settlement Class.

2. Net Settlement Amount.

“Net Settlement Amount” means the GFV minus the attorneys’ fees, litigation costs, administrative costs, the PAGA Settlement payment, and the enhancement payment to Plaintiff.

3. Your Individual Payment Amount.

A “Compensable Workweek” is defined as any workweek during which a member of the Settlement Class received pay for work performed while employed by Defendant during the Class Period.

The amount of the payment provided to you as a member of the Settlement Class will be calculated follows: (1) your total number of Compensable Workweeks, divided by (2) the aggregate number of Compensable Workweeks of all members of the Settlement Class, multiplied by (3) the value of the Net Settlement Amount, less (4) any applicable withholding taxes. You will also receive your pro rata share of the portion of the PAGA Settlement payment to be made to members of the Settlement Class.

According to the Defendant’s records, you worked between «StringDates» during the Class Period. Currently, it is estimated that based on your «TotalWorkWeeks» Compensable Workweeks worked during the Class Period, you will receive a minimum of «EstAmount». This number may change based on how much the Court awards in attorneys’ fees and litigation costs and the number of individuals who ask to be excluded from the settlement.

4. Tax Matters.

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to members of the Settlement Class reflecting the payments each member of the Settlement Class receives under the settlement. For tax purposes, payments will be allocated as follows: 1/3 as wages; 1/3 as interest; and 1/3 as penalties and other non-wage damages. Forms W-2 and/or Forms 1099 will be distributed at the times and in the manner required by the Internal Revenue Code.

Interest and penalties paid under the settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS Form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Members of the Settlement Class should consult with their tax advisors concerning the tax consequences of the payments they receive under the settlement.

Any and all employer taxes that Defendant normally would be responsible for paying are included in the GFV. In no event shall Defendant have to pay more than the GFV.

**E. What are you giving up to get a payment and to stay in the Settlement Class?**

Upon the date of final approval of the settlement by the Court, Plaintiff and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class, will irrevocably release Defendant and its affiliated and/or related companies, and their respective past, present and future owners, officers, directors, employees, members, shareholders, managers, partners, attorneys, insurers, agents, servants, representatives, relatives, trustees, executors, heirs and successors and assigns from any and all claims under California law that were pled or could have been pled in the Action and in Plaintiff's PAGA notices to the LWDA, including, but not limited to, any claims based on the alleged (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime compensation; (4) failure to pay compensation at the time of termination; (5) failure to provide proper wage statements; (6) failure to provide timely and/or proper meal and rest breaks; (7) violation of PAGA; (8) violation California's Business and Professions Code Section 17200; and (9) failure to provide one day of rest in seven that arose during the Class Period.

The claims of the Settlement Class shall also include any and all claims for attorneys' fees, litigation costs, administrative costs, expenses, interest, civil penalties, statutory penalties, liquidated damages, punitive damages and any other damages or relief that have been or could have been asserted by Plaintiff, Plaintiff's counsel or any member of the Settlement Class arising out of or relating to the Action. In addition, the amount you receive as part of this settlement will not be considered when determining or calculating any bonus amount potentially available to you from Defendant or in calculating your overtime rate or regular rate of pay.

**THE FINAL APPROVAL HEARING**

The Court will conduct a final approval hearing regarding the Settlement on May 11, 2020, at 8:30 am, at 1415 Truxtun Ave, Bakersfield, CA 93301, in Department 17 of the Kern County Superior Court. The Court will determine: (i) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the members of the Settlement Class; (ii) whether the members of the Settlement Class should be bound by the terms of the Settlement; (iii) the amount of the attorneys' fees and litigation costs awarded to Plaintiff's counsel; and (iv) the amount that should be awarded to the Plaintiff as an enhancement payment. At the final approval hearing, the Court will hear all objections, as well as arguments for and against the proposed settlement.

You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

The final approval hearing may be continued without further notice to the Settlement Class. You may contact Plaintiff's counsel listed in this notice to inquire into the date and time of the final approval hearing.

Condition of Settlement. The settlement is conditioned upon the Court entering an order at or following the final approval hearing approving the settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

**WHAT ARE YOUR OPTIONS?****• OPTION 1 – GET A PAYMENT**

**IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.**

The estimated amount of your settlement payment is set forth on this Notice. Your dates of employment with Defendant during the Class Period and the number of Compensable Workweeks applicable to your claim are also set forth. If you believe that the number of Compensable Workweeks stated is incorrect, you may dispute the number of Compensable Workweeks by preparing a statement setting forth the number of Compensable Workweeks that you believe in good faith is correct and that you authorize the Settlement Administrator to review your personnel file to determine such information. You must also attach any relevant documentation in support thereof. You must mail the signed and completed statement no later than May 4, 2020. If you believe that the number of Compensable Workweeks stated is correct, you do not have to do anything.

The settlement payment you will receive will be a full and final settlement of your released claims described above.

**• OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class and the non-PAGA portion of the settlement, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will **not** be bound by a judgment in this case and you will have the right to file your own lawsuit against Defendant, subject to time limits called Statutes of Limitations and other potential defenses that Defendant may assert, and to pursue your own claims in a separate suit.

You can opt out of the Settlement Class and the non-PAGA portion of the settlement by sending a letter by first class U.S. mail to the Settlement Administrator which must: (i) clearly identify the case name and number (Vargas et. al. v. Paramount Citrus II LLC., et al., Case No. BCV-16-101117); (ii) set forth in writing “I wish to exclude myself from the settlement, I understand I will not receive payment”; (iii) include the full name, address, telephone number and the last four digits of the Social Security Number of the member of the Settlement Class; (iv) be signed by the member of the Settlement Class; and (v) be sent to the Settlement Administrator. To be valid, your request for exclusion must be postmarked no later than May 4, 2020 or 45 days after mailing of this notice to you.

**• OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a member of the Settlement Class, but you object to the Settlement (or any of its terms) and wish the Court to consider your objection at the final approval hearing, you may object to the Settlement in writing. You may also appear at the

final approval hearing, either in person or through an attorney at your own expense. All written objections and supporting papers must: (i) clearly identify the case name and number (Vargas et. al. v. Paramount Citrus II LLC et al., Case No. BCV-16-101117); (ii) set forth in writing the grounds for the objection; (iii) include the address and phone number of the member of the Settlement Class or his or her counsel; (iv) be signed by the member of the Settlement Class or counsel; and (v) be submitted to the Court and served on Class Counsel and Defendant’s counsel on or prior to the response deadline set forth below, along with all supporting papers.

Any objection must be mailed to the Settlement Administrator, CPT Group, at Vargas v Paramount Citrus II LLC, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 and must be postmarked no later than May 4, 2020 or 45 days after mailing of this notice to you.

You may also appear at the final approval hearing to object to the settlement.

**COUNSEL FOR THE PARTIES**

**PLAINTIFF’S COUNSEL/CLASS COUNSEL:**

Marcus J. Bradley, Esq.  
Kiley L. Grombacher, Esq.

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Phone: (805) 270-7100  
Fax: (805) 270-7589

**COUNSEL FOR DEFENDANTS:**

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Lisa A. Stilson, Esq.  
Kristina M. Diaz, Esq.

ROLL LAW GROUP  
11444 W Olympic Blvd  
Los Angeles, CA 90064

Phone: (310) 966-8400  
Fax: (310) 966-8810

**CHANGE OF ADDRESS**

If you move after receiving this Notice, if it was misaddressed or if for any reason you want your Settlement Award or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

**ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed “Stipulation of Class Action Settlement” which is available for viewing online, along with other court records regarding this case, on the Court’s website, <https://www.kern.courts.ca.gov/>. The pleadings and other records in the lawsuit may also be examined in person at any time during regular business hours at the Office of the Clerk of the Kern County Superior Court, 1415 Truxtun Ave, Bakersfield, CA 93301. For more information about this settlement, please visit [www.cptgroup.com/WonderfulCitrusSettlement](http://www.cptgroup.com/WonderfulCitrusSettlement).

**ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL, CPT GROUP INC.,**

Name: «EmployeeName»

CPT ID: «ID»

Vargas v Paramount Citrus II LLC, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606,  
Phone: 1-888-491-2576. Please refer to the *Vargas v Paramount* action.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE  
CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM  
PROCESS.**