

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DIVISION**

*Jose Cuevas, et al. v. Phillips Fractor & Company, LLC et al., Case Number BC656142*

**NOTICE OF CERTIFICATION OF SETTLEMENT CLASS AND  
CLASS ACTION SETTLEMENT AND YOUR RIGHTS**

*A Court authorized this Notice. This is not a solicitation from a lawyer.*

*Your legal rights are affected whether you act or don't act. Read this entire Notice carefully.*

*Kung nais ninyong makatanggap ng kopya ng mga Paunawang ito sa Tagalog, mangyaring tawagan po lamang ang Tagapangasiwa ng Settlement (ang "Settlement Administrator") sa 1-866-680-4825. Mayroon silang mga tauhan na nagsasalita ng Tagalog na maaaring makatulong at magpadala ng mga paunawa sa Tagalog sa inyo. Pagmasdan po lamang na ang inyong mga legal na karapatan ay maapektohan kung kayo man ay kumilos o hindi.*

**IF YOU WORKED WITH GRAPES AS AN AGRICULTURAL WORKER AT DELANO FARMS IN CALIFORNIA FROM JULY 17, 2005 THROUGH FEBRUARY 15, 2017, YOU MIGHT BE ENTITLED TO MONEY FROM A CLASS ACTION SETTLEMENT.**

**To:** Individuals who are or were employed as non-exempt agricultural employees of Cal-Pacific Farm Management, L.P., T&R Bangi's Agricultural Services, Inc., Kern Ag Labor Management Inc., La Vina Contracting, Inc., or Elite Ag Labor Services, Inc. (the "Contractors") and performed work at Delano Farms in California at any time between July 17, 2005 and February 15, 2017, excluding those who worked only as irrigators, tractor drivers, or swampers or only in cold storage.

Former and current agricultural grape workers sued Delano Farms and several labor contractors (the "Delano & Co") that employed them in a class action lawsuit entitled *Arredondo et al. v. Delano Farms Company et al.* (the "Arredondo Action"). During the course of the *Arredondo* Action, the plaintiffs in that case (the "Arredondo Plaintiffs"), who are the same persons, subject to certain limitations, as the plaintiffs in the *Cuevas* Action, referenced above (the "Cuevas Plaintiffs") hired California Survey Research Service ("CSRS") to administer a door-to-door questionnaire of Delano Farms workers regarding their experience with alleged wage and hour violations. CSRS retained Bakersfield Market Research ("BMR") to conduct the field work for the door-to-door questionnaires. The Arredondo Plaintiffs' expert witness, Mr. Roberts, relied on the data for part of his expert report which was exchanged with the Defendants in the *Arredondo* Action and filed with the Court to help demonstrate damages for the wage and hour violations asserted in the *Arredondo* Action.

The Arredondo Plaintiffs later came to believe that BMR never actually conducted the survey, did not have sufficient or trained personnel to perform the interviews, submitted false data and lied about their actions. The Arredondo Plaintiffs then withdrew the expert report based on their belief that the data had been fraudulently collected and/or fabricated. The Arredondo Plaintiffs sought relief from the District Court to permit them to conduct a new survey. However, the Court denied this request and the Arredondo Plaintiffs thereafter settled the case for an amount that they believe was less than what they would have received otherwise.

The Cuevas Plaintiffs then filed a lawsuit against Phillips Fractor & Co., LLC (“PFC”), for whom Mr. Roberts performed work as an independent contractor, and against CSRS and BMR. A proposed settlement (the “Settlement”) has been reached in the *Cuevas* Action between the Cuevas Plaintiffs, on the one hand, and CSRS and PFC (the “Defendants”) on the other, as the Parties wish to fully and finally settle the *Cuevas* Action against the Defendants. The *Cuevas* Plaintiffs dismissed BMR from the *Cuevas* Action, and BMR is no longer a party. The Court has preliminarily approved the Settlement and provisionally certified a Settlement Class for purposes of settlement only. You have received this Notice because the Contractors’ records indicate that you are a member of the Settlement Class who participated in the *Arredondo* Settlement either by submitting a claim in that Action or by opting out. The purpose of this Notice is to inform you of how you can receive money from the Settlement, object to the Settlement, or exclude yourself from the Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT</b>	
<i>You have the following options</i>	
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT/OPT OUT</b>	If you “opt out” and exclude yourself from the Settlement, <b>you will not get any money from this Settlement.</b> Any money that would have gone to you will go to other qualified Settlement Class Members. If you opt out, you keep your right to sue the Defendants for any claim you may have related to the settlement in the <i>Arredondo</i> Action, but you will have to do this on your own. <b>To exclude yourself from this Settlement, the enclosed Opt-Out Form must be postmarked on or before March 23, 2020.</b>
<b>OBJECT</b>	If you wish to object to the Settlement but still want to participate in it if the Court approves it, then file an objection with the Settlement Administrator stating why you don’t like the Settlement. If you wish to be heard at the Fairness and Final Approval Hearing, you must say so in your objection. If the Court does not agree with your objection, you will still be entitled to participate in the Settlement. <b>Written objections to the Settlement must be filed with the Court on or before March 23, 2020.</b>
<b>DO NOTHING</b>	<b>To get money from the Settlement, you do not need to do anything. If you are a Settlement Class Member who participated in the <i>Arredondo</i> Settlement either by submitting a Claim Form or opting out, and you do not exclude yourself from the Settlement Class in this Action, your share of the Settlement Amount will be mailed to you. You will be bound by the Settlement. A judgment, whether in favor of Plaintiff or not, will bind all Class Members who do not request exclusion.</b>

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## BASIC INFORMATION

### 1. WHY DID I GET THIS NOTICE?

Records from Cal-Pacific Farm Management, L.P., T&R Bangi's Agricultural Services, Inc., Kern Ag Labor Management Inc., La Vina Contracting, Inc., and/or Elite Ag Labor Services, Inc. (the "Contractors") indicate that you performed non-exempt agricultural work at Delano Farms while employed by one of the Contractors during some time from July 17, 2005 to February 15, 2017. Thus, you may be a Settlement Class Member.

The Court has preliminarily approved a Settlement and certification of a Settlement Class in the lawsuit that may affect you. This Notice explains the terms of the Settlement, your legal rights (some of which must be exercised by the deadlines in this Notice or else be lost), what benefits are available, who is eligible for them, how to get them, and what happens if you choose to exclude yourself from the Settlement Class.

This action is pending before Judge Amy D. Hogue of the Superior Court of the State of California, County of Los Angeles, Central Division. It is called *Jose Cuevas, et al. v. Phillips Fractor & Company, et al.*, Case Number BC656142 (the "Cuevas Action"). The Cuevas Action evolved from the Arredondo Action and encompasses, with certain limited exceptions, the same class, although the class representatives are different. The people who sued are called "Plaintiffs," and the companies they sued are called "Defendants." In a class action, one or more people, called "Class Representatives" or "Plaintiffs," sue on behalf of other people who have similar claims, the class. This case and the Court will resolve the issues for all class members, except for those who exclude themselves from the Settlement Class by submitting the Opt-Out Form.

### 2. WHAT IS THE LAWSUIT ABOUT?

In the Arredondo Action, Plaintiffs did agricultural work while employed at Delano Farms, at some time from July 17, 2005 to February 15, 2017. During the course of the Arredondo Action, the Arredondo Plaintiffs' hired Bakersfield Market Research ("BMR") to conduct door-to-door questionnaires of Delano Farms workers regarding their experience with alleged wage and hour violations. The Cuevas Plaintiffs allege that BMR did not adequately perform the survey and provided falsified data, which was then relied on by the Arredondo Plaintiffs' expert for part of his report on damages for the wage and hour violations at issue in the Arredondo Action. The expert was an independent contractor working for PFC. BMR was hired by CSRS to conduct the questionnaire process. The Cuevas Plaintiffs and the Defendants have proposed this Settlement to resolve Plaintiffs' claims that they could have received more in the settlement in the Arredondo Action but for the alleged survey issue. The Court previously certified a class in the Arredondo Action, and you may have already received a notice informing you about that certification. Plaintiffs and the Defendants have reached a settlement in the Cuevas Action and are now seeking court approval of the settlement. The Defendants deny the allegations made by the Plaintiffs in the Cuevas Action and deny it infringed on any rights of, or caused any damages to, the Arredondo Plaintiffs or to the Cuevas Plaintiffs.

### 3. HAS THE COURT DECIDED WHO IS RIGHT?

No. The Court has not decided either whether Plaintiffs' claims or the Defendants' defenses are correct, or whether Plaintiffs' allegations are true or not. And by approving this Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Plaintiffs and the Defendants have decided to settle this case. Both sides have recognized the risk of the Court deciding against them at trial and determined that the Proposed Settlement is a better option for resolving the disputed claims.

### 4. WHAT DO SETTLEMENT CLASS MEMBERS RECEIVE FROM THE SETTLEMENT?

Your enclosed Notice contains an estimated calculation of your recovery. If you request to exclude yourself from the Settlement by submitting the **Opt-Out Form**, **you will not** receive any money from this Settlement.

In the Settlement, the Defendants have agreed to pay a total amount equal to \$1,005,000, less the fees and costs PFC incurred in defending this action and in preparing and finalizing the Settlement (the net amount is the "Settlement Amount"), to resolve this class action as to the Defendants, and to secure the releases set forth in

the Settlement. The following items will be paid from the Settlement Amount: Fees and costs owed to the attorneys representing the Plaintiffs and class (“Class Counsel”); as may be approved by the Court an enhancement payment to the named Class Representative; costs incurred to administer the Settlement; and any taxes, or other payments made to any governmental authority in connection with the Settlement. After the aforementioned items are paid, the money that remains (the “Net Settlement Fund”) will be distributed to those qualified members of the Settlement Class who do not opt out.

The Notice of Anticipated Settlement Share represents your total share of the Net Settlement Fund. It assumes that all Settlement Class Members will cash their Settlement checks. Your anticipated settlement share is based on the total number of weeks you performed non-exempt agricultural work for a contractor at Delano Farms between July 17, 2005 and February 15, 2017, (“Class Work”) divided by the total number of weeks that the qualified members of the Settlement Class performed Class Work. Weeks worked by Class Members after April 8, 2012 will be valued at 50% of the weeks performed prior to that date. Weeks after April 8, 2012 are being valued less because it appears some changes were made by the Defendants in the *Arredondo* Action after that lawsuit was filed that corrected some of the alleged prior violations.

The actual amount of money you will receive as part of the Settlement could be more or less than this estimate.

### **WHO IS IN THE SETTLEMENT CLASS**

#### **5. AM I PART OF THE SETTLEMENT CLASS?**

“Settlement Class” and/or the “Settlement Class Members” means and includes any and all individuals who are included in the Arredondo Settlement Class certified in the *Arredondo* Action, whether or not they opted out of that class, who do not opt out of the Settlement Class in the *Cuevas* Action. The number of employees who participated in the Arredondo Settlement Class, include 5,758 employees who submitted Claims Forms inclusive of 44 employees who opted out (“Claiming Class Members”). Only Claiming Class Members will recover a portion of the Settlement Amount.

If this Notice is addressed to you, you are a Claiming Class Member: (i) because the Contractors’ records indicate that you performed non-exempt agricultural work at Delano Farms while employed by at least one of the Contractors at Delano Farms at some time between July 17, 2005 and February 15, 2017 and are therefore part of the Settlement Class, and (ii) because you participated in the *Arredondo* Settlement either by submitting a claim or by opting out of that Settlement. The Settlement Class covers current and former employees, excluding those who worked only as irrigators, tractor drivers, or swamper, or only in cold storage.

#### **6. WHAT IF I PREVIOUSLY COMPLETED AN OPT-OUT FORM IN THE ARREDONDO ACTION?**

If you previously requested to be excluded from the *Arredondo* Action litigation class that was certified in April of 2011, or from the *Arredondo* Action Settlement Class that was approved on February 15, 2017, you are still part of the Settlement Class in the *Cuevas* Action. If you wish to exclude yourself from the Settlement Class in the *Cuevas* Action, you will need to complete and return the enclosed Opt-Out Form by the deadline.

#### **7. WHAT IF I USED A DIFFERENT NAME WHILE WORKING AT DELANO FARMS?**

If you used a different name or names while performing Class Work (non-exempt agricultural work performed for a Contractor at Delano Farms between July 17, 2005 and February 15, 2017), and there are records verifying your work, you are still a Settlement Class Member and you still have a right to the benefits of the Settlement if you are a Claiming Class Member. If the name or names you used do not appear on your Notice, you will need to follow the procedures for challenging your anticipated settlement share as described in the answer to Question 10, below. If you decide to exclude yourself by completing the Opt-Out Form, please list all of the names you used while performing Class Work.

## YOUR RIGHTS AND OPTIONS

### 8. HOW DO I RECEIVE MONEY FROM THE SETTLEMENT?

TO GET MONEY FROM THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you will be bound by the Settlement. The judgment will bind all members of the Settlement Class who do not request exclusion. By participating in the Settlement, you receive payment and will release Defendants for all claims asserted in the Complaint on file in the case, and any other claims arising from the same factual allegations.

If the Court gives final approval to the Settlement, the Settlement Administrator will send you a check at a later date to the address it has on file for you.

### 9. CAN I GET MONEY NOW?

No. The Court will hold a Fairness and Final Approval Hearing on June 19, 2020 at 10:00 a.m. to decide whether to give the Settlement final approval. No checks will be mailed to Settlement Class Members until after the Court has given final approval to the Settlement and all appeals have been exhausted, which can sometimes take more than a year.

### 10. WHAT IF MY ANTICIPATED SETTLEMENT SHARE ON MY NOTICE IS WRONG?

#### Notice of Anticipated Settlement Share

Your anticipated settlement share is \$**<<EstSet>>** based on the record of adjusted work weeks of **<<AdjWksWkd>>**. If you believe that the information about your anticipated settlement share on this Notice is incorrect, you must provide a written explanation of the basis for your challenge and submit any documents that support your position to the Settlement Administrator. You must deliver these documents postmarked on or before **March 23, 2020** to:

*Cuevas v. Phillips Fractor* Settlement Administrator  
P.O. Box 43208  
Providence, RI 02940-3208

Please be sure to include your name, your address, your phone number, and the Control Number found on the upper-right-hand corner of your Notice.

If you submit a timely challenge to your anticipated settlement share, the Settlement Administrator will review and verify the basis for your anticipated settlement share. Unless you can establish a different number of qualifying work weeks based on documentary evidence, the total number of work weeks established by records in the possession of the Settlement Administrator will control. Any such challenges shall be resolved by the Settlement Administrator, who shall examine the records available. The Settlement Administrator's determination shall be final and will be mailed to you no later than April 20, 2020.

Depending on how a challenge to your anticipated settlement share is resolved, you may receive a new Notice from the Settlement Administrator.

Alternatively, the Settlement Administrator may inform you that it is not making any changes to the Notice of Anticipated Settlement Share on your Notice. In that case, you will need to decide if you want to participate in the Settlement and/or file an objection, or opt out. You must deliver your Objection or Opt-Out Form postmarked on or before **March 23, 2020**. Objections must be filed with the Settlement Administrator no later than **March 23, 2020**.

## **11. WHAT IF I DON'T WANT TO PARTICIPATE IN THE SETTLEMENT?**

If you wish to be excluded from the Settlement, the enclosed Opt-Out Form must be postmarked on or before **March 23, 2020**. If you do not submit the Opt-Out Form on or before the due date, you will be bound by the Settlement and its terms.

Anyone who submits a timely and complete Opt-Out Form will no longer be a member of the Settlement Class, cannot file an objection, and will not receive any money from the Settlement. Any such person, at his or her own expense, may pursue any claims she or he may have against the Defendants as set forth below.

## **12. HOW ARE MY RIGHTS AFFECTED IF I OPT OUT OF THE SETTLEMENT?**

Completing and submitting the Opt-Out Form means that you **do not** get a share of the Settlement money, but you will retain the right to bring your own individual lawsuit for any claims you may have against the Defendants.

## **13. RELEASE OF CLAIMS**

The Settlement Class Members (other than those who file timely Opt-Out Forms) and each of their predecessors, successors, assigns, heirs, executors, administrators, attorneys, and agents, and any other person acting on his or her behalf release the Defendants and each of their subsidiaries, parents, affiliates, owners, shareholders, general and limited partners, predecessors, insurers, agents, employees, independent contractors, heirs, executors, successors, assigns, transferees, officers, officials, directors, members, managers, attorneys, beneficiaries, trustees, personal representatives, or other representatives (collectively the “Released Parties”) of any and all claims, actions, rights, demands, charges, debts, liens, obligations, costs, expenses, wages, restitution, compensation, disgorgement, benefit(s) of any type, equitable relief, contract obligations, liquidated damages, statutory damages, damages, penalties of whatever type or description, attorneys’ fees, interest, complaints, causes of action, obligations, or liability of any and every kind, known or unknown, at law or inequity, contingent or otherwise (i) that were asserted or that could have been asserted in the *Cuevas* Action or (ii) that are, were, or could be based on, that arose or could arise out of, or that in any way relate to the same or substantially similar facts, transactions, events, policies, acts, or omissions as alleged in the *Cuevas* Action or otherwise related to Defendants’ respective work in the *Arredondo* Action on behalf of the Settlement Class Members (collectively, the “Released Claims”). The Released Claims do not include claims that could otherwise be brought by Settlement Class Members against the defendants in the *Arredondo* Action or against any other employer of the Settlement Class Members for unpaid wages, or other claims arising out of their employment. Subject to the preceding sentence, the Parties agree and, upon approval of the Settlement, the Court will order that the Released Claims include but are not limited to any and all claims against each and all of the Released Parties.

In addition to the releases set forth in the preceding paragraph, the Plaintiffs and the Defendants mutually specifically acknowledge that they each release, each from the other, not only the Released Claims set forth above but any and all claims arising from, and/or related in any way to, the same or substantially similar facts, transactions, events, policies, acts, or omissions as alleged in the *Cuevas* Action or otherwise related to Defendants’ work in the *Arredondo* Action, on behalf of the Settlement Class Members, whether known or unknown, as of the date of entry of the [Proposed] Order of Certification and Preliminary Approval. Such additional releases shall not include claims that could otherwise be brought by Settlement Class Members against the defendants in the *Arredondo* Action or against any other employer of the Settlement Class Members for unpaid wages, or other claims arising out of their employment. Subject to the preceding sentence, this additional release shall have the effect of resolving all claims which may currently exist between the Parties.

In connection with the Released Claims and the mutual releases set forth above, and with the exception of any claims that could otherwise be brought by Settlement Class Members against the defendants in the *Arredondo* Action or against any other employer of the Settlement Class Members for unpaid wages, or other claims arising out of their employment, all parties mutually, including the Settlement Class Members and the named Parties each for himself, herself, or itself waives the provisions of California Civil Code Section 1542, which states:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

These releases apply, as of the effective date of the Releases, to the named Parties and to the Settlement Class Members but are not intended to release claims that cannot be released as a matter of law. Settlement Class Members are advised that they may contact Class Counsel about the terms of this Paragraph and of the meaning and consequences of waiving the provisions of Civil Code Section 1542.

**THE PROPOSED SETTLEMENT**

**14. HOW MUCH IS THE PROPOSED SETTLEMENT?**

The Defendants have agreed to pay a total amount equal to \$1,005,000 less the fees and costs PFC incurred in defending this action and in preparing and finalizing the Settlement (the "Settlement Amount") to resolve the *Cuevas* Action.

As described in this Notice, the amount of the Settlement available for distribution to the Settlement Class from the Settlement Amount is called the Net Settlement Fund. The Net Settlement Fund is estimated at \$511,750. It has been calculated by subtracting the following from the Settlement Amount: Proposed attorneys' fees for lawyers representing Plaintiffs, known as Class Counsel; Class Counsel's estimated litigation costs; Proposed Class Representative's enhancement payment; settlement administration costs and the estimated payments for taxes, withholdings, or other payments made to any governmental authority on Plaintiffs' behalf in connection with the Settlement. The calculation of the Net Settlement Fund has been provided in the Notice. The total Net Settlement Fund available to the Settlement Class will vary if the Court does not approve the requested amounts listed in the Notice.

**15. CLASS REPRESENTATIVE ENHANCEMENT PAYMENT**

In addition to their share of the Net Settlement Fund, the Representative Class Member, Plaintiff Jose Cuevas, will be paid an amount not to exceed \$1,000. This award is subject to approval by the Court. It is being made to compensate the Representative Class Member for his work in representing the class in the lawsuit. This payment of an amount not to exceed \$1,000 will be deducted from the Settlement Amount.

**16. PLAINTIFFS' ATTORNEYS' FEES AND COSTS**

Class Counsel, the lawyers representing the Plaintiffs and Settlement Class, will seek approval from the Court for payment of fees in the maximum amount of 25% of the Settlement Amount, but not to exceed \$191,750, which is in the percentage range for class actions of this type. They will also seek an amount not to exceed \$7,500 in litigation costs. These are expenses that were paid for by the attorneys during the litigation of this case. If approved by the Court, these fees and costs will be deducted from the Settlement Amount. Defendants have agreed not to oppose Class Counsel's fees, but you may object to the request for fees and/or costs.

**17. COST OF ADMINISTRATION**

The cost of administering the Settlement will be deducted from the Settlement Amount. Kurtzman Carson Consultants ("KCC") has been appointed as the Settlement Administrator. Its duties include preparing and mailing this Class Notice, attempting to find correct addresses and to re-deliver the Class Notice to those that are returned when initially mailed, establishing and maintaining a toll-free telephone information line and website, and processing Opt-Out Forms. You can reach them by phone at 1-866-680-4825 or by visiting their website at [www.DelanoCuevasSettlement.com](http://www.DelanoCuevasSettlement.com).



It is estimated that it will cost an amount not to exceed \$54,863 for KCC to complete its work. When possible, KCC will try to minimize its costs, and any savings will remain as funds for distribution to those Settlement Class Members.

## **THE LAWYERS REPRESENTING YOU**

### **18. DO I HAVE A LAWYER IN THIS CASE?**

The Court has appointed the Law Office of Ball & Yorke of Ventura, California to represent the Settlement Class. These lawyers are called “Class Counsel.” You will not be charged for these lawyers’ services or work. Any Class Member that does not request exclusion may, if the Class Member so desires, enter an appearance through Class Counsel. You may contact Class Counsel directly at the Law Office of Ball & Yorke at (805) 642-5177 to answer your questions regarding the Settlement.

### **19. PLAINTIFFS AND CLASS COUNSEL SUPPORT THE SETTLEMENT**

Jose Cuevas, as Class Representative, and Class Counsel support this Settlement. Their reasons include the risk of trial on the merits and the inherent delays and uncertainties associated with further litigation. Based on their experience in this case and in litigating similar cases, Class Counsel believes that further proceedings in this case, including trial and probable appeals, would be very expensive and take a long time. No one can confidently predict how the Courts would ultimately resolve the various legal questions at issue, including the amount of damages. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate. The Representative Plaintiff and Class Counsel support the claims process to ensure that the majority of the settlement proceeds are distributed to the Settlement Class.

### **20. SHOULD I GET MY OWN LAWYER?**

You do not need to hire your own lawyer because Class Counsel is working on behalf of the Settlement Class. However, if you want someone other than Class Counsel to appear in Court or represent you, you will need to hire and pay that lawyer yourself.

## **FAIRNESS AND FINAL APPROVAL HEARING**

### **21. WHEN AND WHERE IS THE FAIRNESS AND FINAL APPROVAL HEARING?**

The Fairness and Final Approval Hearing will be held before the Honorable Judge Amy D. Hogue on June 19, 2020 at 10:00 a.m. in Department 7 of the Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California, 90012. Judge Hogue will determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court, and whether to grant Class Counsel’s motion for attorneys’ fees and costs and an enhancement payment to the Representative Plaintiff.

### **22. HOW DO I OBJECT TO THE SETTLEMENT?**

You may object to the terms of the Settlement before the Fairness and Final Approval Hearing by filing a written objection with the Settlement Administrator by **March 23, 2020**. The objection must contain your full name, current mailing address, telephone number, the Control Number located on the upper right area of the Notice and Opt-Out Form, the grounds for your objection, and whether you intend to appear at the Fairness and Final Approval Hearing either with or without separate counsel. Only those Settlement Class Members who file timely objections indicating their intent to appear at the hearing will be entitled to be heard. If the Court rejects your objection, you will still be bound by the terms of the Settlement and will still be paid your share of the Settlement. If you want to avoid being bound by the Settlement, you must submit an Opt-Out Form. You cannot make a written objection if you decide to opt out.

## **DO NOT ATTEMPT TO OBJECT BY TELEPHONE**

### **23. DO I HAVE TO COME TO THE FAIRNESS AND FINAL APPROVAL HEARING?**

No, Settlement Class Members do not need to appear at the Fairness and Final Approval Hearing. However, if you filed an objection to the Settlement with the Court, it will be considered at the Fairness and Final Approval Hearing.

## GETTING MORE INFORMATION

### 24. HOW CAN I GET MORE DETAILED INFORMATION ABOUT THE SETTLEMENT?

This Notice contains a summary of the terms of the Settlement intended to inform you of your legal rights and options with respect to the Settlement. For the exact terms and conditions of the Settlement, you can contact the Settlement Administrator 1-866-680-4825 or see the Stipulation of Settlement Agreement available on the Settlement Administrator's website at [www.DelanoCuevasSettlement.com](http://www.DelanoCuevasSettlement.com). The pleadings and other records in the *Arredondo* Action may be examined at any time during regular business hours of the Office of the Clerk, United States District Court, Eastern District of California, 2500 Tulare Street, Fresno, California 93721. The pleadings and other records in the *Cuevas* Action may be examined at any time during regular business hours of the Office of the Clerk, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may also call the Settlement Administrator at 1-866-680-4825 or by visiting their website at [www.DelanoCuevasSettlement.com](http://www.DelanoCuevasSettlement.com). You may also contact Class Counsel at (805) 642-5177 to answer your questions regarding the Settlement.

**PLEASE DO NOT CONTACT THE COURT OR DEFENSE COUNSEL ABOUT THIS NOTICE.**

### REMINDER OF IMPORTANT DATES AND DEADLINES

- To challenge your anticipated settlement share, you must provide a written explanation of the basis for your challenge and submit any documents that support your position to the Settlement Administrator. You must deliver these documents postmarked on or before **March 23, 2020**. The Settlement Administrator will mail you its determination by **April 20, 2020**, and you will need to meet the deadlines noted below for filing an objection or submitting an Opt-Out Form.
- To object to the Settlement, objections must be filed with the Court on or before **March 23, 2020**. If you wish to object to the Settlement but still want to participate in it if the Court approves it, then file an objection with the Settlement Administrator on or before **March 23, 2020** stating why you don't like the Settlement, and also submit a timely Claim Form.
- To exclude yourself from this Settlement, the enclosed Opt-Out Form must be postmarked on or before **March 23, 2020**.
- Fairness and Final Approval Hearing and hearing on Class Counsel's Motion for Attorneys' Fees, Costs, and enhancement payment to Representative Plaintiff: **June 19, 2020**.
- Notice of the Final Judgment shall be given by posting the Final Judgment on the Settlement Administrator's website.