

MAGANA-MUNOZ V WEST COAST BERRY
C/O ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL MN 55164



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NOTICE OF CLASS ACTION SETTLEMENT

Raul Magana-Munoz et al. v. West Coast Berry Farms, LLC, Rancho Nuevo Harvesting, Inc, and Rancho Harvest Inc.

United States District Court for the Northern District of California, San Jose Division
Case No. 5:20-cv-2087-EJD

This Notice is sent to you about your work as an H-2A worker in 2018 with West Coast Berry Farms, Rancho Nuevo Harvesting, and/or Rancho Harvest. This Notice provides important information about a proposed Settlement and your opportunity to receive a payment, object or exclude yourself from the Settlement. The Settlement was entered into by Plaintiffs Raul Magana-Munoz and Jose Santiago Herrera-Vera and Defendants West Coast Berry Farms, LLC, Rancho Nuevo Harvesting, Inc., and Rancho Harvest, Inc. and provides back wages and other compensation to H-2A workers during the 2018 season. The Settlement affects your rights.

To receive the benefits from the Settlement you must communicate with the Settlement Administrator and/or Class Counsel to provide your bank or other payment information.

A. Why You Are Receiving This Notice

On October 20, 2023, the United States District Court for the Northern District of California, San Jose Division preliminarily approved a Settlement of the Lawsuit. According to Defendants' records, you are a Class Member. You have the right to participate in, object to, or exclude yourself from the Settlement. This letter explains your legal rights and options with respect to the Settlement and your right to receive your share of the Settlement benefits.

B. What the Lawsuit Is About

Plaintiffs worked for Defendants to harvest strawberries in California under one of three H-2A employment contracts with employment dates of April 25, 2018 to November 30, 2018, June 25, 2018 to October 31, 2018, and July 1, 2018 to October 31, 2018. Plaintiffs filed the lawsuit to assert their rights to the Federal Minimum Wage, the California Minimum and to daily Overtime Wages including pay for all portions of the work day. Plaintiffs also asserted their contractual H-2A employment rights including rights to contractual wages and reimbursements, and their rights to be paid for all hours of work, reimbursed for necessary expenses including return travel, payment of meal and rest break premium wages for missed or short meal and rest breaks, and their right to receive lawful, accurate and complete paystubs. Plaintiffs alleged they were compensated only for scheduled work time and Defendants failed to record or compensate compensable travel and waiting time, failed to provide timely and complete meal and rest breaks, and failed to reimburse for travel and immigration expenses.

Defendants deny Plaintiffs claims and maintain that they have complied with all wage and hour laws. The Court has not yet decided whether or not Defendants violated any laws or whether any Class Member is entitled to any money or other relief.

C. The Settlement includes Payments and Changes in Timekeeping

Defendants have agreed to pay Eight Hundred and Twenty-Five Thousand Dollars (\$825,000). It is estimated that, after deducting the costs of the lawsuit (not to exceed \$25,500) and attorney's fees (not to exceed \$206,250), the service payments awarded to Plaintiffs (not to exceed \$15,000 total), and the cost to administer the Settlement (not to exceed \$22,000 to administer the notice and issue the payments to Class Members), approximately \$556,250 will be available for distribution to Class Members. If all 293 Class Members are located and do not opt-out and the Court approves the requested amounts, each Class Member will on average receive \$1,811.89 from the Net Settlement Amount. A detailed estimate of your individual share is attached to this Notice.

In addition, the Settlement provides that Defendants Rancho Nuevo Harvesting and/or Rancho Harvest will take the following steps:

(1) Rancho Nuevo Harvesting and/or Rancho Harvest shall offer employment to all named and opt-in plaintiffs, including using best efforts to obtain H-2A visa certifications sufficient to extend offers pursuant to that visa program, or its successor, to each named plaintiff and opt-in plaintiff. Defendants do not guarantee visa issuance and will have no responsibility or obligation as to Plaintiffs or opt-in plaintiffs if employment is offered and a visa is denied by USCIS. Employment will be offered within 12-months of Final Approval and shall be of at least three months duration.

(2) Rancho Nuevo Harvesting and/or Rancho Harvest shall use their timekeeping system to record, maintain and compensate H-2A workers and others similarly employed from the time of field arrival for employees utilizing employer-provided transportation for each such worker even where the arrival is before the scheduled start time for work. This is to be implemented before September of 2023 or within 30 days of preliminary approval, whichever is sooner.

(3) Rancho Nuevo Harvesting and/or Rancho Harvest shall pay directly or reimburse in the first work week all H-2A worker expenses incurred to come to work for Rancho Nuevo Harvesting and/or its clients, including application fees, transportation expenses (including travel within Mexico prior to visa appointments), paperwork and processing fees, and visa fees paid by or on behalf of any prospective H-2A worker.

And (4) Rancho Nuevo Harvesting and/or Rancho Harvest shall pay or advance transportation and subsistence expenses for each H-2A worker to return home. Specifically, Defendants Rancho Nuevo Harvesting and/or Rancho Harvest shall provide or pay transportation and subsistence expenses back to the H-2A workers home on or before their last day of work for the season and shall provide each worker a written document verifying the transportation provided or the specific amounts provided and the calculation used, showing the amount provided for bus travel for each portion of the trip and the amount provided for daily subsistence expenses.

D. Your Options

You have three options: (1) participate in the Settlement and receive your share of the Settlement payment (which requires that you provide your payment information as explained below to the Settlement Administrator or class counsel); (2) object to the Settlement; or (3) exclude yourself from the Settlement. You may not object to the Settlement if you exclude yourself from the Settlement.

1. Participate in the Settlement

To receive your share of Settlement benefits, estimated at <<Estimated Payment>>, you need only provide your payment information. As long as you do not exclude yourself from the Settlement by submitting a written exclusion request to Atticus Administration, the Settlement Administrator, you will receive whatever Settlement benefits you are entitled to following final approval of the Settlement and you will be bound by the release of claims, which means that you will not be able to sue the Defendants for any of the claims asserted against them in the lawsuit for the time period of the release which is the visa period you worked for Defendants in the year 2018.¹ **If the Court approves the Settlement at the final approval hearing, the Settlement payments to you and the other Class Members are expected to be available to you by the end of March 2024.**

If your address is in Mexico, to receive your payment, you must contact Atticus Administration or Class Counsel by sending a message, email, or by phone call to provide your payment information. If you have a bank account, you can provide your bank name and the 18-digit CLABE code that your bank can provide to you. You may also choose to receive a check payment if you are in the United States or a prepaid E-Mastercard card sent to your email address in Mexico.

You may reach Atticus Administration by email, fax, mail, or phone as listed below:

Magana-Munoz v. West Coast Berry
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164 USA
Email: demandaranchonuevo@atticusadmin.com
Phone: 1-888-442-8688
Fax: 1-888-326-6411

More information and case filings are also available on the Settlement website: www.demandaranchonuevo.com. You may also contact Class Counsel whose contact information appears below.

2. Object to the Settlement

As long as you do not exclude yourself from the Settlement, you have the right to object to the Settlement. The objection must be in writing and must be sent by January 19, 2024 by regular mail, e-mail or fax to the Settlement Administrator at the above address. The Court will rule on your objection at the Final Class Settlement Approval Hearing discussed below.

3. Exclude Yourself from the Settlement

If you wish to exclude yourself from the Settlement, you must submit a written request for exclusion. The exclusion request must be sent by January 19, 2024 by regular mail, e-mail or fax to the Settlement Administrator at the above address.

¹ Each member of the Class who does not submit a timely request for exclusion from the Settlement will receive his/her pro-rata share of the Net Settlement Amount based on the amount of damages the Class Member is owed. The damage calculations are based on the Class Members' dates of employment with Defendants and the value of each of their claims—an estimate of the personal value of your claims is included as the last page of this notice.

Class Members who submit a valid and timely request for exclusion will not be entitled to recover any Settlement payments or object to the Settlement but will retain the right to bring any claims they may have against Defendants. Any Class Member who does not exclude himself or herself from the Settlement will upon final approval of the Settlement be bound by the release of claims against Defendants and lose the right to sue Defendants for any of the claims asserted against Defendants in the lawsuit for the time period of the release which is your visa period in 2018.

E. Release of Claims

Unless you exclude yourself from the Settlement, upon final approval of the Settlement by the Court you will be deemed to irrevocably release, acquit and forever discharge Defendants and any former and present parent, subsidiary, affiliated company, and their officers, directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal representatives from any and all claims, rights, demands, liabilities and causes of action under California law that Class Members asserted in the Action for the time period of their employment contract which is no greater than from April 25, 2018 through and including November 30, 2018.

Each Class Member who does not submit a timely and valid request for exclusion shall, upon the Effective Date, be deemed to have released Defendants and any parent or subsidiary corporation, and their officers, directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal representatives (“Released Parties”), from any and all claims, rights, demands, liabilities and causes of action under California law that Class Members asserted in the Action for the time period of their employment contract which is no greater than from April 25, 2018 through and including November 30, 2018, including all claims for: (a) federal minimum wages, 29 U.S.C. § 206(a); (b) California unpaid minimum wages, Cal. Lab. Code §§ 1182.11-1182.13, 1194 and 1197, (c) unpaid overtime wages, Cal. Lab. Code § 1194 and Wage Order 14, (d) failure to provide meal periods, Cal. Lab. Code §§ 226.7, 512 & Wage Orders, (e) failure to provide rest breaks, Cal. Lab. Code §§ 226.2, 226.7, 1198 & Wage Orders, (g) failure to reimburse for business expenses, Cal. Lab. Code § 2802, (h) failure to pay wages upon separation, Cal. Lab. Code §§ 201-203, (i) unlawful business practices related to the above alleged Labor Code violations pursuant to Cal. Bus. & Prof. Code §§ 17200 et seq., (j) failure to compensate nonproductive time, Cal. Lab. Code 226.2, and (k) breach of employment contract.

F. Final Class Settlement Approval Hearing

The Court has scheduled a Final Class Settlement Approval Hearing for February 8, 2024 at 9:00 a.m. in Courtroom 4 of the United States District Court for the Northern District of California, San Jose Division, located at the Robert F. Peckham Federal Building and United States Courthouse, 280 South First Street, Fifth Floor, San Jose, CA 95113. At the Final Class Settlement Approval Hearing, the Court will decide whether to grant final approval to the Settlement. The Court will also rule on the application by Plaintiffs for an award of attorney’s fees not to exceed \$206,250 (25% of the Gross Settlement Amount), costs (not to exceed \$25,500), and service payments to Plaintiffs (not to exceed \$15,000 total). You have the right to attend the Final Class Settlement Approval Hearing and, if you objected to the Settlement, address the Court. You also have the right to retain an attorney, at your own expense, to speak on your behalf. You may access the court website at <https://www.cand.uscourts.gov/>. Case documents are also available on the Settlement website: www.demandaranchonuevo.com.

G. Where to Get More Information

If you want more information about the lawsuit or the Settlement, you can contact the attorney for the Class at the address or telephone numbers listed below or any other advisor of your choice.

DAWSON MORTON
LAW OFFICES OF SANTOS GOMEZ
1003 Freedom Boulevard
Watsonville, CA 95076

Telephone: (831) 228-1560; Cellular Number/Whatsapp: (404) 550-7851

You can also view and obtain copies of lawsuit related documents in the Court's file by going to the clerk's office located on the second floor of the Robert F. Peckham Federal Building and United States Courthouse, 280 South First Street, Room 2112, San Jose, CA 95113. A website with the information on the case will also be available at www.demandaranchonuevo.com.

DO NOT CONTACT THE COURT WITH QUESTIONS