

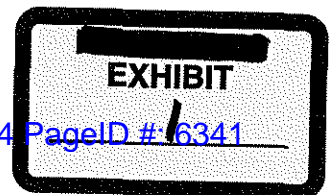
UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
COLUMBIA DIVISION

JOSE ROSILES-PEREZ, JESUS )  
SANTIAGO-SALMORAN, and HECTOR )  
ORTIZ-MORA, on behalf of themselves )  
and all others similarly situated, ) Case No. 1:06-CV-0006  
)  
Plaintiffs, ) Judge William J. Haynes, Jr.  
)  
SUPERIOR FORESTRY SERVICE, INC., )  
WILLIAM IOUP, SCOTT BARSTOW, )  
ENRIQUE GONZALEZ, )  
HECTOR SANTILLAN, and )  
MANUEL MORALES-MARTINEZ, )  
)  
Defendants. )

**STIPULATION OF CLASS ACTION SETTLEMENT AGREEMENT**

This Stipulation of Class Action Settlement Agreement (“Settlement”) is entered into by and between Defendants Superior Forestry Service, Inc., Scott Barstow, William Ioup, Enrique Gonzalez, Hector Santillan, and Manuel Morales-Martinez (collectively, “the Defendants”) and Plaintiffs Jose Rosiles-Perez, Jesus Santiago-Salmorean, and Hector Ortiz-Mora (collectively, the “Named Plaintiffs”), both individually and on behalf of the Fair Labor Standards Act (“FLSA”) opt-in Plaintiffs, and a class of over 2,200 individuals certified by the Court on March 28, 2008 with respect to claims brought under the Migrant and Seasonal Agricultural Worker Protection Act (“AWPA”). Also signatories and parties to this Settlement are Michael Foley, John Foley, Mark Harnage, and Jerry Arter, each of whom, along with Scott Barstow, William Ioup, Enrique Gonzalez, Hector Santillan, and Manuel Morales-Martinez (collectively, “the Nine Personal Guarantors”), have agreed to personally guarantee the payment obligations of the Defendants as outlined in this Settlement.

The Parties, each having received the benefit, advice, and representation of legal counsel



of their own choice, and in exchange for good, sufficient and valuable consideration received and acknowledged and as more particularly described herein, do hereby execute and enter into this Settlement in order to resolve all of the disputes, claims and causes of action that were asserted in this action or that arise from the facts alleged in the Second Amended Complaint, as described herein and subject to the recitals, terms and conditions set forth below.

### **RECITALS**

1. Defendant Superior Forestry Service, Inc. is a forestry labor contractor that bids on and negotiates contracts to plant trees and perform related tasks, including chemical spraying, on land owned by other individuals and companies. Defendants William Ioup, Scott Barstow, Enrique Gonzalez and Hector Santillan were owners and/or managers of Superior Forestry Service during all or part of the certified Class period. Defendant Manuel Morales-Martinez worked as Superior Forestry Service's recruiter and as a crew leader during all or part of the certified Class period. For purposes of this Settlement, Defendants stipulate that they operated as joint employers of the Named Plaintiffs, the FLSA opt-in Plaintiffs, and the AWPAs Class.

2. To fill the manpower requirements of their contracts, the Defendants sought the importation of foreign nationals to perform forestry work on a seasonal or temporary basis pursuant to H-2B work visas, in accordance with the Immigration and Nationality Act, 8 U.S.C. §1101(a)(15)(H)(ii)(b). The named Plaintiffs, FLSA opt-in Plaintiffs, and AWPAs Class members were employed by the Defendants within the meaning of 29 U.S.C. § 203(g) as seasonal farm laborers within the meaning of 29 U.S.C. § 1802(3). Two of the three Named Plaintiffs, and another plaintiff whose subsequent withdrawal as a class representative was approved by the Court, *see infra*, filed the original complaint on January 25, 2006, on their own behalf and on behalf of a proposed class of more than 2,200 similarly-situated forestry laborers.

Plaintiffs filed and have pursued this action to recover unreimbursed expenses associated with obtaining H-2B visas, unpaid wages, statutory penalties, and injunctive relief pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201-219, and the Migrant and Seasonal Agricultural Worker Protection Act, 29 U.S.C. §§ 1801-1854 (“AWPA”). The action has been pursued and certified as both a FLSA collective action, and a Rule 23 class action for pursuit of the AWPA claims.

3. In the complaint, Plaintiffs alleged that Defendants violated the FLSA and the AWPA by taking *de facto* wage deductions for Plaintiffs’ pre-employment visa, transportation and related expenses; failing to record and pay Plaintiffs for all hours worked, in violation of the their AWPA working arrangements; failing to pay their legally mandated-minimum and overtime wages; failing to compensate them for all of their earned piece rates; and failing to make, keep, and preserve accurate and complete records of their employment.

4. On February 12, 2008, Plaintiffs amended their complaint to remove one of the original class representatives and substitute Named Plaintiff Hector Ortiz-Mora, and again on December 9, 2008, to add individual Defendants Enrique Gonzalez, Hector Santillan, and Manuel Morales-Martinez.

5. In their Answers to Plaintiffs’ pleadings, including their Answer to the Second Amended Complaint, Defendants denied, and continue to deny, any and all allegations of wrongdoing and statutory violations made in the lawsuit.

6. On March 27, 2006, Plaintiffs filed a motion to certify the case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure for pursuit of their AWPA claims. On March 28, 2006, Plaintiffs filed a motion to certify the case as a collective action pursuant to 29 U.S.C. § 216(b) for pursuit of their FLSA claims. On June 22, 2006, the Court entered

separate orders denying the class and collective action motions without prejudice, to be renewed after further discovery.

7. Later, on July 17, 2007, the Court provisionally certified the case as a collective action under the FLSA. The FLSA Class consists of all non-supervisory H-2B workers for Defendants employed anytime during or after January 25, 2003. After provisional certification, the Parties filed an agreed FLSA notice and consent form, which counsel for Plaintiffs then mailed to potential FLSA opt-in Plaintiffs. Before and after the first round of notice, and subsequent attempts to notify potential FLSA opt-in Plaintiffs, 181 opt-in Plaintiffs joined the lawsuit to assert their FLSA claims. However, of those 181 opt-in Plaintiffs, class counsel has determined that 22 individuals have no FLSA claims falling within the potential 3-year statute of limitations. As such, only 162 individuals, a number which includes the three named Plaintiffs, have valid FLSA claims covered by this agreement. See Exhibit B (named Plaintiffs and FLSA opt-in Plaintiffs Number of Eligible Seasons for FLSA Settlement).

8. On August 17, 2007, based on formal discovery of Defendants' payroll records and their own investigation, Plaintiffs renewed their motion for class certification.

9. On March 28, 2008, the Court certified a Class of "[a]ll non-supervisory workers admitted as H-2B temporary foreign workers pursuant to 8 U.S.C. § 1101(a)(15)(H)(ii)(b) and who were employed by Defendants at any time from January 2000 to the present [January 2006]." Class Counsel later mailed court-approved Class Notice to 2,275 persons shown by Defendants' payroll records to have been employed by Defendants as non-supervisory H-2B forestry workers during the Class period. The Notice informed class members of the lawsuit and provided them an opportunity to exclude themselves by completing a Class Exclusion Form enclosed with the Notice and filing it with the Court on or before October 8, 2009.

10. By the expiration of the Class Notice period, eleven (11) of the 2,275 persons to whom notice was mailed had filed the Class Exclusion Form provided with the Class Notice. After filing their exclusion forms, two Class Members, Aroldo Adalberto Villatoro and Maynor Fernando Villatoro Lopez, contacted Class Counsel and indicated that they had filed their forms by mistake and that they did not desire to exclude themselves from the Class. Because of these mistakenly filed forms and the fact that both FLSA opt-in forms and Rule 23 Class opt-out forms were mailed to Class Members, Class Counsel is investigating whether the other nine (9) individuals who opted out of the class may have done so due to confusion and/or mistake. Class Counsel will exercise their reasonable judgment in determining whether the exclusions are valid and whether those individuals should not be bound by this Settlement and should not share in the settlement proceeds.

11. During the nearly four-year pendency of the lawsuit, the Parties engaged in extensive merits discovery, including depositions of the Named Plaintiffs, three FLSA opt-in Plaintiffs, individual Defendants William Ioup, Enrique Gonzalez, Hector Santillan, and Manuel Morales-Martinez, and several of Defendants' crew foremen; comprehensive discovery of Defendants' payroll, accounting, and other electronic databases; and extensive document discovery. Defendants also filed a motion for partial summary judgment, which was denied without prejudice, for renewal after discovery closed.

12. Moreover, during the course of discovery, and beginning on January 31, 2007, the Court entered three separate orders holding Defendants in contempt of the protective order that barred communications by Defendants or their agents with potential or actual Rule 23 Class Members and FLSA opt-in Plaintiffs. The Court entered progressively severe sanctions, including equitable tolling of the FLSA statute of limitations and two additional rounds of FLSA

notice and extensions of the Opt-in period, culminating in its July 27, 2009 Order “bar[ring] Defendants from submitting any proof to contest the Plaintiffs’ proof of damages.” (Doc 492.)

13. In August 2009, the parties participated in two full days of private mediation with an experienced neutral. No agreement was reached to settle the merits, but Defendants did agree to submit to extensive asset discovery to allow Plaintiffs to make a reasonable determination of the Defendants’ financial resources available to fund a settlement or to satisfy a judgment.

14. On December 7, 2009, after the asset discovery was completed, the parties resumed mediation. After their independent consideration of the mediator’s proposal, the parties reached agreement on the terms of this Class Action Settlement.

15. The Named Plaintiffs and Class Counsel believe that the Settlement reached with Defendants on December 7, 2009 is fair, adequate, reasonable, and in the best interests of the Class and the FLSA opt-in Plaintiffs.

16. By entering into this Settlement to resolve this dispute, Defendants admit no liability for the violations alleged or any other wrongdoing.

NOW THEREFORE, in consideration of the foregoing recitals and prefatory phrases, and of the covenants and promises set forth in this Settlement and in exchange for other good, valuable, and sufficient consideration more specifically set forth in this Settlement and hereby acknowledged, the Named Plaintiffs—on behalf of themselves, the FLSA opt-in Plaintiffs, and the Class—and the Defendants agree as follows:

**I. TERMS OF SETTLEMENT**

**A. Settlement Fund.**

Defendants will make three separate installment payments to the Settlement Fund for the purpose of paying claims of the named Plaintiffs, FLSA opt-in Plaintiffs, AWPB Class

Members, and the individual payments, as outlined in greater detail below. All amounts paid by Defendants toward the Settlement Fund will be disbursed pursuant to this Settlement, and none of it will revert to the Defendants under any circumstances. Defendants shall make the three installment payments directly to the Settlement Fund Account as follows:

- (1) \$733,333.33 within 15 days after the Judgment entered by the Court pursuant to this Settlement becomes Final, as defined in section I.N. (the “First Settlement Fund Installment”);
- (2) \$792,000.00 one calendar year after the First Installment, which consists of \$733,333.33, plus \$58,666.67 in simple interest at a 4% annual interest rate on those settlement funds not paid by Defendants in the First Installment (the “Second Settlement Fund Installment”);
- (3) \$762,666.67 one calendar year after the Second Installment, which consists of \$733,333.34, plus \$29,333.33 in simple interest at a 4% annual interest rate on those settlement funds not paid by Defendants in the First and Second Installments (“the Final Settlement Fund Installment”).

**B. Costs and Attorneys’ Fees.**

Subject to the approval of the Court, Defendants will pay Class Counsel costs and attorneys’ fees associated with the prosecution of this action in three separate installment payments. Class Counsel will not seek costs and attorneys’ fees in excess of the amounts listed below, and Defendants will not oppose Plaintiffs’ request for costs and fees in the amounts listed below. If the Court approves costs and fees for Class Counsel in an amount less than the amounts listed below, any difference (i.e. the remaining balance) will be required to be paid by the Defendants directly to the Settlement Fund. Under no circumstances will the amounts to be paid below revert to the Defendants. Defendants shall make the three installment payments to the Southern Poverty Law Center for disbursement among Class Counsel, in the following amounts and according to the following schedule:

- (1) \$183,333.33 within 15 days after the Judgment entered by the Court pursuant to this Settlement becomes Final, as defined in section I.N. (the

“First Costs and Fees Installment”);

- (2) \$198,000.00 one calendar year after the First Costs and Fees Installment, which consists of \$183,333.33, plus \$14,666.67 in simple interest at a 4% annual interest rate on those costs and fees not paid by Defendants in the First Costs and Fees Installment (the “Second Costs and Fees Installment”);
- (3) \$190,666.67 one calendar year after the Second Costs and Fees Installment, which consists of \$183,333.34, plus \$7,333.33 in simple interest at a 4% annual interest rate on those settlement funds not paid by Defendants in the First and Second Costs and Fees Installments.

**C. Settlement Administration Costs.**

Defendants will pay Class Counsel \$150,000 to be used at the discretion of Class Counsel to pay costs associated with the administration of the Settlement Fund, including, but not limited to, costs associated with sending notices and/or otherwise notifying class members of this Settlement, all costs and fees associated with 1-800 calls from Class Members placed to Class Counsel regarding this Settlement, all costs and fees associated with locating class members to assist them in filing claims, all costs and fees associated with contacting and/or locating FLSA opt-in Plaintiffs and class members (including costs related to any agents hired by Class Counsel) to provide them their Settlement installment payments, as well as any expenses to be paid to the Settlement Administrator. Defendants shall pay this \$150,000 in Settlement Administration Costs to Class Counsel at the Southern Poverty Law Center in three equal installments according to the following schedule:

- (1) \$50,000 within 15 days after the Judgment entered by the Court pursuant to this Settlement becomes Final, as defined in section I.N. (the “First Settlement Administration Costs Payment”);
- (2) \$50,000 one calendar year after the First Settlement Administration Costs Payment (the “Second Settlement Administration Costs Payment”);
- (3) \$50,000 one calendar year after the Second Settlement Administration Costs Payment (the “Final Settlement Administration Costs Payment”).



Any portion of each \$50,000 Settlement Administration Costs Payment not used before the next installment payment becomes due, or any portion of the Final Settlement Administration Costs Payment not used within 18 months after it is paid to Class Counsel, shall revert back to the Defendants. Class Counsel shall provide Defendants with an accounting of the expenses billed toward each \$50,000 Settlement Administration Costs Payment within one year after the first and second payments are made to Class Counsel, and within 18 months after the final payment is made to Class Counsel.

**D. Security for Payment of Settlement Funds, Costs and Attorneys' Fees, and Settlement Administration Costs.**

The Nine Personal Guarantors agree to personally guarantee the payments set forth above in sections I.A., I.B., and I.C. In the event that Defendants fail to make any of the payments as set forth above in sections I.A., I.B., and/or I.C., Plaintiffs shall provide Defendants and the Nine Personal Guarantors with written notice of their non-compliance with the Settlement payment provisions and provide them 10 business days from the date of the written notice to cure the defect. Defendants and the Nine Personal Guarantors agree that any written notice to be provided pursuant to this section will be sent via email and U.S. mail to Harold Pinkley, Esq. at Miller & Martin, PLLC in Nashville, Tennessee, and/or to any other person or entity they designate in writing to Class Counsel to receive such notices. In the event that the payment default is not cured within 10 business days of the date of the written notice, all amounts due under this Settlement shall immediately become due and payable, including full interest payments contemplated under this Settlement. Plaintiffs may immediately move the Court for entry of judgment against any or all of the Defendants and any or all of the Nine Personal

Guarantors, jointly and severally, for any unpaid amounts due under this Settlement, as well as any costs and reasonable attorneys' fees associated with their efforts to cure the default and/or to move for entry of judgment, and any subsequent proceedings necessary to enforce and collect the judgment. The filing of a bankruptcy petition by any or all of the Defendants, or any or all of the Nine Personal Guarantors, will not relieve the non-filing Defendants or the non-filing Nine Personal Guarantors from the payment obligations as outlined in sections I.A., I.B., and I.C., and shall not prevent Plaintiffs from seeking the entry of judgment against any or all of the non-filing Defendants and/or any or all of the non-filing Nine Personal Guarantors, assuming non-filing Defendants or Guarantors do not cure the default as provided above.

**E. Appointment of Settlement Administrator.**

The Parties will ask the Court to appoint Settlement Services, Inc., a qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Settlement with respect to the performance of its duties. The Settlement Administrator will open and administer an interest-bearing account or accounts ("Settlement Fund Account(s)") approved by Class Counsel with a unique Tax Payer Identification Number. The monetary payments described above in section I.A. will be made into this Settlement Fund Account(s). The Settlement Fund Account(s) will constitute a qualified settlement fund within the meaning of Treasury Regulations §§ 1.468B-1, et seq., and it will be created, managed, and disbursed by the Settlement Administrator under the supervision and at the direction of Class Counsel. Defendants shall hereby be deemed to have made an election under Section 468B of the Revenue Code to have the Settlement Fund treated as a "qualified settlement fund."

Defendants shall timely furnish a statement to the Settlement Administrator that complies with Treasury Regulation § 1.468B-3(e) and shall attach a copy of the statement to its federal income tax return that is filed for the taxable years in which Defendants make the required payments to the Settlement Fund. Defendants will have no responsibilities or liabilities with respect to the Settlement Fund Account(s), its administration, or distribution therefrom.

In addition to the above, the Settlement Administrator's duties shall include responsibility for all tax reporting, tax withholding, and tax withholding payments to appropriate governmental agencies associated with payments from the Settlement Fund to the named Plaintiffs, the FLSA opt-in Plaintiffs, and the Class Members. In association with these duties, the Settlement Administrator will calculate the employers' share of taxes (FICA, FUTA, SUTA) due on any payments designated as wages made to the named Plaintiffs and FLSA opt-in Plaintiffs. The Settlement Administrator shall inform the Defendants of the amount of the employer's share of taxes in writing, and the Defendant will pay such amount into the Qualified Settlement Fund within ten (10) business days of the date of the notification by the Settlement Administrator. Defendants' obligation to pay the employer's share of taxes is in addition to the amounts Defendants have agreed to pay pursuant to the preceding sections.

The Settlement Administrator will provide Class Counsel an invoice for their services on a monthly basis. The Settlement Administrator shall provide a copy of its invoices to Defense Counsel, who shall have the opportunity to discuss any charge with Class Counsel before the invoice is paid.

**F. Notice to Class Members of Class Action Settlement.**

Within 10 days of preliminary approval by the Court of this Settlement and the Notice and Claim Form, Class Counsel will mail the attached Notice of Class Action Settlement and Claim Form (attached hereto as Exhibit A) in Spanish to each of the Class Members. The Notice of Class Action Settlement describes this litigation, the settlement terms, how to file a Claim, the procedure for a class member to object to the proposed settlement and/or attend the fairness hearing scheduled by the Court, and the procedure to opt-out of this class action settlement. Class Counsel will file a Notice with the Court upon completion of the mailing.

Within 10 days of receiving the populated claim forms from Class Counsel, Superior Forestry Service, Inc. will provide a copy of the Notice and Claim Form to each of its current H-2B employees who is a member of the class or is an FLSA opt-in plaintiff (whether those employees are directly employed by Superior Forestry Service, Inc. or leased to Superior Forestry Service, Inc. by another entity or individual) in conjunction with its normal distribution of payroll. Defendants will file a Notice with the Court upon completion of this distribution, including the total number of current H-2B employees who were provided Notices and Claim Forms.

**G. Notice Pursuant to the Class Action Fairness Act**

Within 10 days of the Parties' filing this Settlement Agreement with the Court, Defendants will, pursuant to the Class Action Fairness Act ("CAFA"), mail the notice and documents required by CAFA to the Attorney General of the United States and the appropriate state official in the state of Arkansas. The Parties believe that no other state entities other than those in Arkansas need to be notified of this Settlement pursuant to CAFA, as the Class Members are all H-2B workers who maintain their permanent residences in Mexico. Defendants

shall file a Notice with the Court upon completion of the required CAFA mailings.

**H. Claims Process.**

The Notice of Class Action Settlement to be mailed upon preliminary approval by the Court will include a Claim Form.

Notice and Claims Process.

The Claim Form will explain that the deadline for submitting claims for payment from the First Settlement Fund Installment will be 150 days from the date the Forms are mailed. A new notice and claims period, providing Class Members with an additional 90 days to submit claims, will be initiated at least 120 days before the Second Settlement Fund Installment and Final Settlement Fund Installment payments are due. Any Class Members who submit valid claims at any time before the close of the Final Claims Period shall be considered “Claiming Class Members” and entitled to receive, by the time of the Final Distribution, their full proportionate share of the Settlement Funds. Based on responses from the first claims process, Class Counsel shall determine the best method of providing the subsequent notice described above that will occur before the Second and Final Settlement Fund Installment payments are made, with the understanding that such notice may not necessarily include mailing of notice and claim forms. The Final Claim Period shall close 30 days before the Final Settlement Fund Installment Payment becomes due and payable.

Submission and Validation of Claims.

Class Counsel, and any Settlement Administrator or other third-party engaged for this purpose, shall be solely responsible for determining the appropriate methods for the submission of claims and for reviewing and adjudging their validity. The large majority of Class Members live in rural areas of Mexico where incoming and outgoing mail service is slow and unreliable

and the availability of fax and photocopying services may be limited or expensive. As such, Class Counsel shall be empowered to determine, in their reasonable judgment, (a) that confirmation of identity by telephone (*e.g.*, through the provision of personal information sufficient to verify identity), electronic mail or other means of written or oral communication is sufficient to validate a claim and/or (b) that a claim may be validated based on a writing other than the approved Claim Form.

Individuals who have already filed FLSA consent to sue forms with the Court will not be required to submit any additional Claim Forms, their FLSA consent to sue forms being sufficient to establish a Claim for both their FLSA payment, if eligible, and their AWPB Class payment, if eligible, and will automatically be considered “Claiming Class Members” by virtue of their prior submission of a FLSA consent to sue form.

The two Class Members who contacted Class Counsel to inform them that they had mistakenly excluded themselves from this case, Aroldo Adalberto Villatoro and Maynor Fernando Villatoro Lopez, as well as any of the other nine (9) individuals who previously filed exclusion forms who Class Counsel’s investigation shows filed their forms in error, will be provided Notice and an opportunity to submit claims that, if submitted to Class Counsel in a timely manner, would override their earlier exclusion form and allow them to become Claiming Class Members.

Where a class member is deceased, upon receipt of proper identification and documentation of the payee’s interest, payment will be made to the class member’s estate or, in the event there is no estate, to the class member’s next of kin in the following priority:

(1) spouse; (2) children; (3) parents; (4) siblings; and (5) other relatives.

**I. Distribution of Payments from the Settlement Fund.**

(1) Total Proportionate Shares.

Each FLSA Opt-in Plaintiff and Class Member's proportionate total share of the Settlement Fund to be distributed from the First, Second, and Final Settlement Fund Installment Payments, will be calculated as follows:

- (a) Each named Plaintiff and FLSA opt-in Plaintiff whose name appears on Exhibit B will receive a total of \$1,000 for each season in which they worked at least one week within three years of the filing of their FLSA consent to sue form, taking into account the tolling provisions entered previously by this Court. This payment reflects \$500.00 of unpaid wages and \$500.00 of FLSA liquidated damages per season. The total amount of the unpaid wages and liquidated damages to be paid to the named Plaintiffs and FLSA opt-in Plaintiffs is based on data currently available to class counsel, and is reflected in Exhibit B, for a current total of \$359,000 ("the FLSA Fund"). Class Counsel understands that there is a small likelihood this figure may increase based on any successful challenges to the number of seasons individual named Plaintiffs or FLSA opt-in Plaintiffs claim to have worked within the three year statute of limitations period applicable to their FLSA claims. Any additional amounts required to be paid to the named Plaintiffs or FLSA opt-in Plaintiffs due to a successful challenge will be paid from the Settlement Fund that would otherwise be allocated to the AWPA Fund.
- (b) Each Claiming Class Member will receive a proportionate share of the AWPA Fund that will consist of at least \$1,780,500.00. The AWPA Fund shall consist of the total Settlement Fund, minus the FLSA Fund, minus the individual payments, plus any undistributed FLSA Funds, interest paid by the Defendants, and interest earned by the Settlement Fund Account. Claiming Class Members' proportionate shares will be based upon the number of seasons the Claiming Class Member worked during the Class Period as a proportion of all seasons worked by all Claiming Class Members during the Class Period. For purposes of this Settlement, the "Class Period" is defined as anyone who first worked for the Defendants between December 1, 1999 and January 25, 2006, and includes all seasons for those individuals up to and including the 2008-2009 season.
- (c) A named Plaintiff, FLSA opt-in Plaintiff, or Claiming Class Member who disagrees with the number of seasons eligible for payment as determined by Class Counsel must submit additional documentation to Class Counsel in the form of a visa, check stub, or other work

records that would show that Class Counsel's determination of the number of seasons eligible for payment is incorrect. Class Counsel shall analyze any and all information available to them, as well as documents submitted by the named Plaintiff, FLSA opt-in Plaintiff, or Claiming Class Member, and make any necessary corrections to the number of seasons eligible for payment. The decision of Class Counsel with respect to any challenges to the number of seasons eligible for payment shall be final. For purposes of this Settlement, a "season" is defined by the visa period applicable to the Defendants' H-2B workers, which was from approximately November of a given year until approximately September of the following year. An individual who obtained multiple visas to work at any time between approximately November of one year and approximately September of the following year is deemed to have worked only one season during that time period, even though that person may have entered and left the United States on multiple occasions and worked in tree planting, chemical spraying, Lake States planting, and right of way maintenance during that time.

(2) The First Distribution.

(a) Calculation of Shares.

As soon as practicable and not more than 30 days after the close of the First Claims Period, Class Counsel will calculate payments from the First Settlement Fund Installment Payment, as follows:

- (i) \$179,500.00 of the First Settlement Fund Installment Payment will be assigned to the First Distribution FLSA Fund. Each named Plaintiff and FLSA opt-in Plaintiff will be paid \$500.00 in gross wages, less applicable taxes, for each season in which they worked at least one week within three years of the date on which their FLSA consent form was filed with the Court, taking into account the tolling provisions entered previously by this Court. The Settlement Administrator will be responsible for the withholding and payment of the FLSA opt-in Plaintiffs' share of taxes, and will provide the Defendants an accounting of the Defendants'/Employers' share of taxes, which the Defendants will pay to the appropriate taxing authorities. Defendants will provide Class Counsel and the Settlement Administrator proof that such tax payments were made within 60 days of receiving the accounting from the Settlement Administrator.
- (ii) In consideration for their commitment to the pursuit of the claims in this action on behalf of themselves and the Class, \$60,500 of the First Settlement Installment payment will be paid to the following



individuals in the following amounts, reflecting the extent of their individual participation in the prosecution of this action:

Jose Rosiles Perez	\$7,500.00
Hector Ortiz Mora	\$7,500.00
Jesus Santiago Salmoran	\$7,500.00
Vicente Escobar Lopez	\$4,000.00
Carmelo Marcelino Sanchez	\$4,000.00
Jorge Ancelmo Martinez	\$4,000.00
Oscar Hernandez Espina	\$4,000.00
Lazaro Montero Barradas	\$2,000.00
Juan Hernandez Hernandez	\$2,000.00
Andres Aldana Moreno	\$2,000.00
Joan Michel Sanchez Martinez	\$2,000.00
Martin Cervantes Espejo	\$2,000.00
Vito Morales Ojeda	\$2,000.00
Maurilio Morales Carrillo	\$2,000.00
Jose Ramon Sanchez Martinez	\$2,000.00
Luis Hernandez Espina	\$2,000.00.

- (iii) \$493,333.33 of the First Settlement Fund Installment payment (the total First Settlement Fund Installment payment minus the First Distribution FLSA Fund minus the individual payments) will be assigned to the First Distribution AWPFA Fund. Each Claiming Class Member (including named Plaintiffs and FLSA opt-in Plaintiffs) will receive a proportionate share of the First Distribution AWPFA Fund based on the number of seasons worked within the Class Period in proportion to the total number of seasons worked by the Claiming Class Members during the Class Period, up to a maximum of \$334.55 per season worked (which constitutes the minimum amount per season per Class Member, without interest, if all Class Members file valid claims).

(b) Distribution of Settlement Fund Shares.

Class Counsel will provide the Settlement Administrator the list of named Plaintiffs, FLSA opt-in Plaintiffs, and Class Members entitled to receive payment from the First Settlement Fund Installment payment and the amounts they are to receive, as well as instructions on how the money will be disbursed and provided to the named Plaintiffs, FLSA opt-in Plaintiffs, and Class Members, most of whom reside in Mexico and are, therefore, unable to cash checks issued from a United States bank. The Settlement Administrator will make disbursement of funds from the Settlement Fund Account as directed by Class Counsel. Class Counsel will work with third parties to facilitate the coordination and delivery of the Settlement Funds to the named Plaintiffs, FLSA opt-in Plaintiffs, and Class Members,

primarily through notifying them that funds are available for their retrieval at a designated bank in Mexico, or at a Western Union location. Any First Distribution Funds not collected by the named Plaintiffs, FLSA opt-in Plaintiffs, and/or the Class Members within 120 days of Class Counsel or their agents' first attempts to contact the individual named Plaintiff, FLSA opt-in Plaintiff, and/or Class Member to advise them of the availability of their Settlement Share shall revert back to the Settlement Fund Account for inclusion in the funds available for the Second Distribution.

(3) The Second Distribution.

(a) Calculation of Shares.

As soon as practicable and not more than 30 days after the close of the Second Claims Period, Class Counsel will calculate payments from the Second Settlement Fund Installment Payment, as follows:

- (i) \$179,500.00 of the Second Settlement Fund Installment payment will be assigned to the Second Distribution FLSA Fund. Each named Plaintiff and FLSA opt-in Plaintiff will be paid \$500.00 in FLSA liquidated damages for each season in which they worked at least one week within three years of the date on which their FLSA consent form was filed with the Court, taking into account the tolling provisions entered previously by this Court. In addition to the above, and in conjunction with payments to be made from the Second Distribution FLSA Fund, Class Counsel will make a second attempt to pay any named Plaintiff or FLSA opt-in Plaintiff Funds remaining to be distributed from the First Distribution FLSA Fund that were not collected within 120 days of their availability.
- (iii) \$553,833.33, plus any funds from the First Distribution to Class Members that were not collected by Class Members as outlined in section I.I.(2)(b) above will be assigned to the Second Distribution AWPA Fund. Each Claiming Class Member (including named Plaintiffs and FLSA opt-in Plaintiffs) will receive a proportionate share of the Second Distribution AWPA Fund based on the number of seasons worked within the Class Period in proportion to the total number of seasons worked by the Claiming Class Members during the Class Period, less any gross amounts already received from the First Distribution AWPA Fund, up to a maximum of \$334.55 per season worked (which constitutes the minimum amount per season per Class Member, without interest, if all Class Members file valid claims). The maximum figure to be paid per Claiming Class Member per season during the Second Distribution includes any amounts already received during

the First Distribution.

(b) Distribution of Settlement Fund Shares.

Class Counsel will provide the Settlement Administrator the list of named Plaintiffs, FLSA opt-in Plaintiffs, and Class Members entitled to receive payment from the Second Settlement Fund Installment payment and the amounts they are to receive, as well as instructions on how the money will be disbursed and provided to the named Plaintiffs, FLSA opt-in Plaintiffs, and Class Members, most of whom reside in Mexico and are, therefore, unable to cash checks issued from a United States bank. The Settlement Administrator will make disbursement of funds from the Settlement Fund Account as directed by Class Counsel. Class Counsel will work with third parties to facilitate the coordination and delivery of the Settlement Funds to the named Plaintiffs, FLSA opt-in Plaintiffs, and Class Members, primarily through notifying them that funds are available for their retrieval at a designated bank in Mexico, or at a Western Union location. Any Second Distribution Funds not collected by the named Plaintiffs, FLSA opt-in Plaintiffs, and/or the Class Members within 120 days of Class Counsel or their agents' first attempts to contact the individual named Plaintiff, FLSA opt-in Plaintiff, and/or Class Member to advise them of the availability of their Settlement Share shall revert back to the Settlement Fund Account for inclusion in the funds available for the Final Distribution.

(4) The Final Distribution.

(a) Calculation of Shares.

As soon as practicable and not more than 30 days after the close of the Final Claims Period, Class Counsel will calculate final payments from the Settlement Fund Account. The funds available for distribution as the Final Payment ("Final Settlement Funds") will consist of the following:

- (1) \$733,333.64, which is the principal of the Final Settlement Fund Installment Payment;
- (2) Any funds from the Second Distribution to named Plaintiffs, FLSA opt-in Plaintiffs, and Class Members that were not collected by the named Plaintiffs, FLSA opt-in Plaintiffs, or Class Members as outlined in section I.I.(3)(b) above;
- (3) \$88,000.00, which is the interest paid by Defendants on the Second and Final Settlement Fund Installment Payments; and
- (4) Any earnings of the Settlement Fund Account.

Each Claiming Class Member (including named Plaintiffs and FLSA opt-in Plaintiffs) will receive a proportionate share of the Final Settlement Funds based on the number of seasons worked within the Class Period in proportion to the total number of seasons worked by the Claiming Class Members during the Class Period, less any gross amounts already received from the First or Second Distributions of the AWWA Fund.

(b) Distribution of Final Settlement Fund Shares.

Class Counsel will provide the Settlement Administrator the list of Class Members entitled to receive payment from the Final Settlement Fund and the amounts they are to receive, as well as instructions on how the money will be disbursed and provided to the Class Members, most of whom reside in Mexico and are, therefore, unable to cash checks issued from a United States bank. The Settlement Administrator will make disbursement of funds from the Settlement Fund Account as directed by Class Counsel. Class Counsel will work with third parties to facilitate the coordination and delivery of the Settlement Funds to the Class Members, primarily through notifying them that funds are available for their retrieval at a designated bank in Mexico, or at a Western Union location. Any Final Distribution Funds not collected by the Class Members within 120 days of Class Counsel or their agents' first attempts to contact the individual Class Member to advise them of the availability of their Settlement Share shall revert back to the Settlement Fund Account and be considered "Residual Funds."

(c) Residual Funds.

Monies, if any, remaining in the Settlement Fund Account as a result of the accrual of interest on the Fund after the Final Settlement Shares were calculated and/or the funds that were not collected by the Class Members as outlined in section I.I.(4)(b) above, will be used first to pay any claims submitted after the deadline described above in section I.H. but before December 31, 2012 ("Late Claims"). Late Claims will be paid only after the final distribution and will not be paid if no monies remain in the Fund after the final distribution.

(d) If monies remain in the Settlement Fund Account after full satisfaction of all Late Claims, then they will be applied to pay costs incurred by Class Counsel in administering the Settlement, to the extent they exceed the funds provided for in sections I.B.(1)-(3).

(e) If monies still remain after the payment of all such costs, they shall be distributed to the North Carolina Justice Center – Immigrants Legal Assistance Project, a 501(c)(3), tax exempt organization that provides, among other things, free legal services to H-2B forestry workers.

**J. Reports to the Court.**

Within 30 days after each claim period ends, Class Counsel will file a report with the Court detailing the allocation among the Claiming Class Members of the First, Second, and Final Installment Payments, explaining how the allocations were made, and describing the payment distribution process. After each distribution, Class Counsel will file a distribution report with the Court indicating that the payments were made and disclosing any difficulties with distribution.

**K. Nature of Settlement Funds.**

The Parties to this Settlement acknowledge that the class members paid, on average, at least \$450 per season in costs and fees associated with obtaining an H-2B visa and traveling to the United States to work for Defendants. The parties agree that payments to class members filing claims as part of this Settlement up to and including \$450 per work season are for the purpose of reimbursing those class members for the expenses they incurred to obtain their H-2B visas and travel to the United States to work for the Defendants. Based on this understanding, no Social Security or other taxes will be withheld or paid by either Defendants or the Settlement Administrator with respect to payments to class members up to and including \$450 per work season. Any payments made to class members in excess of \$450 per work season based on a re-allocation of the Settlement Fund shares as a result of non-claiming class members, shall be considered payments to satisfy claims under the record keeping and wage statement provisions of the Migrant and Seasonal Agricultural Worker Protection Act, and that these payments do not represent payment of back wages. Based on this understanding, no Social Security or other taxes will be withheld or paid by Defendants or the Settlement Administrator on payments in excess of \$450 per class member per season, although the parties and the Settlement Administrator acknowledge that payments in excess of \$450 per class member per season constitute income

that must be reported to the appropriate taxing authorities (and the class members), which will be done by the Settlement Administrator.

Payments to class members during the Final Distribution will include distribution of each claiming class member's proportionate share of the interest income paid by the Defendants to the Settlement Fund Account(s), as well as each class member's proportionate share of the interest income generated by the Settlement Fund Account(s) itself. The Settlement Administrator will report this income to the appropriate taxing authorities and the class members.

**L. Retaliation Prohibited.**

Defendants agree that neither they nor any of their agents (including their foremen) will retaliate, directly or indirectly, in any manner, against any person because of his or her participation in the prosecution of this action or participation in the Claims Process, including but not limited to the Named Plaintiffs and the FLSA opt-in Plaintiffs, the Named Plaintiffs' and FLSA opt-in Plaintiffs' family members, declarants and/or witnesses who provided testimony in support of the lawsuit, or any other person who has cooperated or participated in the prosecution of this action. Defendants further agree that neither they nor any of their agents (including their foremen) will discourage, directly or indirectly, in any manner, any Class Member from filing a Claim.

**M. Injunctive and other Non-Monetary Relief.**

1. Defendants will abide by the requirements of the AWPA and FLSA with respect to the reimbursement of *de facto* wage deductions for pre-employment visa, transportation, border crossing, and related costs.

2. Defendants will abide by the requirements of the AWPA and FLSA with respect to what constitutes compensable time, including with respect to:

- (a) All time spent actively engaged in work activities during a given day;
- (b) Time spent loading and unloading tree seedlings;
- (c) Time spent traveling to the work location after the loading of tree seedlings at the beginning of the work day and/or time spent traveling from the work location to unload tree seedlings at the end of the work day;
- (d) Time spent traveling during the work day from field/work location to another field/work location; and
- (e) Time spent traveling during normal work day hours to relocate a work crew from one location to another location where the site of lodging for the workers will change from one night to the next.

3. Defendants will ensure that their record-keeping practices are consistent with the AWPA and FLSA, including the maintenance of records that reflect compensable time for activities identified above in section I.M.(2).

4. Defendants will ensure that all workers engaged in tree planting are paid for all trees they correctly plant in accordance with the disclosed working arrangement.

**N. Effective Date.**

This Settlement shall become effective after the Court approves this Agreement and enters a Judgment that becomes Final. “Final” means the last of the following dates, as applicable:

- (1) The last date on which a notice of appeal from the Judgment may be filed, and none is filed.
- (2) If a timely appeal from the Judgment is filed, the last of the following dates:
  - (a) The last date by which a petition for review by the United States Court of Appeals for the Sixth Circuit or the United States Supreme Court’s decision affirming the Judgment may be filed, and none is filed;
  - (b) The last date by which a petition for a writ of *certiorari* to the United States Supreme Court of a decision by the United States Court of Appeals for the Sixth Circuit affirming the judgment may be filed, and none is filed;
  - (c) If a petition for review by the United States Court of Appeals for the Sixth Circuit, or a petition for a writ of *certiorari* to the United States Supreme Court, seeking review of the Judgment or of the United States Court of

Appeals for the Sixth Circuit's decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing court issues its mandate denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment.

**O. Mutual Releases.**

(1) Named Plaintiffs and FLSA opt-in Plaintiffs.

On the Settlement Effective Date, the Named Plaintiffs, individually and on behalf of the FLSA opt-in Plaintiffs, their attorneys, agents, successors, affiliates, heirs and assigns, fully, finally and forever release, discharge and hold harmless Defendants and their partners, directors, officers, employees, attorneys, agents, insurers and anyone acting or authorized to act on their behalf from any and all claims and demands that were asserted in this case or arise from the facts alleged in Plaintiffs' Second Amended Complaint related to the Fair Labor Standards Act.

Defendants understand that some FLSA opt-in Plaintiffs who, because of when they first began working for the Defendants, are not members of the Rule 23 AWPA Class. As such, Defendants also understand that those individuals are not bound by the release below that applies to the named Plaintiffs and Rule 23 AWPA Class members.

(2) Named Plaintiffs and Rule 23 AWPA Class Members.

On the Settlement Effective Date, the Named Plaintiffs, individually and on behalf of the Rule 23 AWPA Class, their attorneys, agents, successors, affiliates, heirs and assigns, fully, finally and forever release, discharge and hold harmless Defendants and their partners, directors, officers, employees, attorneys, agents, insurers and anyone acting or authorized to act on their behalf from any and all claims and demands that were asserted or could have been asserted in this case or arise from the facts alleged in Plaintiffs' Second Amended Complaint.

(3) Defendants.

The Defendants, and their attorneys, agents, successors, affiliates, heirs, and assigns,



fully, finally and forever release, discharge and hold harmless the Named Plaintiffs, the FLSA opt-in Plaintiffs, and the Rule 23 AWPB Class, their attorneys, agents, and anyone acting or authorized to act on their behalf from any and all claims, demands, and causes of action for all matters that arise from or are related to the claims and defenses alleged in this case.

**P. Total Amounts Owed.**

The amounts listed in paragraph I. A., B., and C. above constitute the entire consideration any of the Defendants or Nine Personal Guarantors, together or separately, shall ever be required to pay as a result of this Settlement.

**II. PRELIMINARY COURT APPROVAL AND NOTICE OF CLASS ACTION SETTLEMENT**

In conjunction with filing this Settlement with the Court, the Parties will also submit a proposed Notice of Class Action Settlement and Claim Form, attached as Exhibit A, that describes the Class, the terms of Settlement, who is eligible to claim monetary benefits under the Settlement and how to file a Claim, estimates of the monetary benefits the Settlement will provide for Claiming Class Members, the Class Members' right to file objections to the settlement or to opt out of the Settlement, the date for a fairness hearing, and a deadline and instructions for submitting objections, and a toll-free number that may be used to direct questions to Class Counsel. The Parties will jointly move the Court for preliminary approval of the Settlement, the Notice of Class Action Settlement, and the Claim Form. The Parties will also submit a joint proposed Preliminary Approval Order.

**III. FINAL COURT APPROVAL**

All Parties agree to take such actions as are reasonably necessary to obtain the Court's Final Approval of this Settlement, including filing memoranda in opposition to any objections to this Settlement or its terms and defending this Settlement from any challenges at any Fairness

Hearing. Should the Court not grant Final Approval of this Settlement or its terms then this Settlement shall immediately be null and void unless the parties agree otherwise in writing.

#### **IV. FINAL JUDGMENT**

As soon as practicable after the close of the hearing on the fairness, reasonableness and adequacy of this Settlement and its terms, Class Counsel and Defendants shall request and shall take such actions as are reasonably necessary to have the Court grant a Final Judgment in the lawsuit by entering a final order which provides that the Court approves this Settlement and its terms as fair, reasonable and adequate, provides for the implementation of all of the Settlement's terms and provisions, approves the individual payments outlined in section I.I.(2)(a)(ii), awards costs and attorneys' fees as outlined in section I.B., finds that the notice given to the class satisfied the requirements of due process and Rule 23(e) of the Federal Rules of Civil Procedure, dismisses the claims of the Named Plaintiffs, opt-in Plaintiffs, and the Class with prejudice, and retains jurisdiction to enforce the provisions of this Settlement. Should the Court not enter a Final Judgment that contains these terms then this Settlement shall immediately be null and void unless the parties agree otherwise in writing.

#### **V. ADDITIONAL PROVISIONS**

1. The Parties to this Settlement shall not, directly or indirectly, in any way exercise, and they, and all of them, do hereby waive any and all rights they, or any of them, have or may have to appeal from any order of Court entered pursuant to and in accordance with this Settlement. This waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. This paragraph does not preclude Plaintiffs or Class Counsel from appealing any refusal by the District Court to award the full individual payments outlined in section I.I.(2)(a)(ii), and/or the full costs and attorneys' fees

outlined in section I.B.

2. The Defendants and the Nine Personal Guarantors maintain the right to void this Settlement in their sole discretion in the event that ten percent (10%) or more of the AWWPA class members opt of the Settlement in accordance with their rights.

3. The Parties to this Settlement, including their employees, agents, and attorneys, agree that they will not solicit or advise class members to request exclusion from the class and will not represent, or arrange representation for, any potential class member in requesting exclusion from the class and/or filing a separate action.

4. This Settlement, including the Recitals and Exhibits, constitutes the entire agreement between the Parties hereto, and supersedes any prior agreements or understandings between the Parties with respect to settlement.

5. Neither this Settlement nor any action taken to carry out this Settlement is, may be construed as, or gives rise to any presumption or inference of, or may be used as an admission or concession by or against Defendants of any fault, wrongdoing or liability whatsoever. Defendants deny all of the allegations.

6. The Parties agree to ask the Court to retain jurisdiction of this matter to enforce the terms of this Settlement.

7. The Parties represent and warrant to each other that they have the full power and authority to enter into this Settlement, and that they have not assigned, pledged, encumbered or in any manner transferred or conveyed any portion of the claims or causes of action covered by this Settlement.

8. The Parties represent and warrant to each other that they understand this Settlement in its entirety and that they have been represented by and consulted with their

respective counsel in connection with the negotiating, drafting and execution of this Settlement.

9. This Settlement may be modified or amended only by a writing signed by all Parties or their successors-in-interest.

10. The Settlement shall be binding upon and inure to the benefit of the Parties, and as applicable, their respective personal representatives, agents, executors, heirs, administrators, successors, assigns, officers, directors, shareholders, subsidiaries, parents or affiliated partnerships, corporations or divisions and employees.

11. This Settlement shall be interpreted according to Tennessee law, and federal law where applicable.

12. This Settlement may be executed in one or more counterparts which, once fully executed, shall constitute one original and binding Settlement. A photocopy or facsimile copy of any signature on this Settlement shall be considered as valid as an original signature.

13. All notices, demands, or other communications given under this Settlement, with the exception of documents filed via the Court's CM/ECF system, will be in writing and addressed as follows:

*To the Plaintiffs, the FLSA opt-in Plaintiffs, and the Class:*

James Knoepp  
Andrew Turner  
Southern Poverty Law Center  
233 Peachtree Street NE, Suite 2150  
Atlanta, GA 303017  
[jim.knoepp@splcenter.org](mailto:jim.knoepp@splcenter.org)  
[andrew.turner@splcenter.org](mailto:andrew.turner@splcenter.org)

and

Marni Willenson  
Willenson Law, LLC  
542 S. Dearborn Street, Suite 610  
Chicago, IL 60605

[marni@willensonlaw.com](mailto:marni@willensonlaw.com)

and

Tim Freilich  
Legal Aid Justice Center  
1000 Preston Avenue, Suite A  
Charlottesville, VA 22903  
[tim@justice4all.org](mailto:tim@justice4all.org)

*To Defendants and the Nine Personal Guarantors:*

Harold Pinkley  
Kara Shea  
Miller & Martin PLLC  
1200 One Nashville Place  
150 Fourth Avenue, North  
Nashville, TN 37219  
[hpinkley@millermartin.com](mailto:hpinkley@millermartin.com)  
[kshea@millermartin.com](mailto:kshea@millermartin.com)

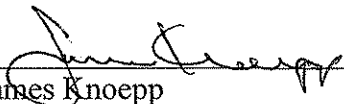
and

Fredrick J. Bissinger  
Wimberly Lawson Seale Wright & Daves, PLLC  
200 Fourth Avenue North, Suite 900  
Nashville, TN 37219  
[fbissinger@wimberlylawson.com](mailto:fbissinger@wimberlylawson.com)

The Parties may from time to time change their address for purposes of this section by providing written notice of such change to the other Parties.

IN WITNESS WHEREOF, the Parties have signed this Settlement on the date written across from their signatures.

Attorneys for the Named Plaintiffs, the FLSA opt-in Plaintiffs, and the Class:

  
\_\_\_\_\_  
James Knoepp  
Southern Poverty Law Center

2/9/10  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Tim Freilich  
Legal Aid Justice Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marni Willenson  
Willenson Law, LLC

\_\_\_\_\_  
Date

Attorneys for Defendants:

\_\_\_\_\_  
T. Harold Pinkley  
Miller & Martin, PLLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fredrick J. Bissinger  
Wimberly, Lawson, Seale, Wright & Davies, PLLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ana L. Escobar  
Escobar & Parks, PLLC

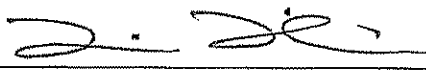
\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties have signed this Settlement on the date written across from their signatures.

Attorneys for the Named Plaintiffs, the FLSA opt-in Plaintiffs, and the Class:

\_\_\_\_\_  
James Knoepp  
Southern Poverty Law Center

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tim Freilich  
Legal Aid Justice Center

2/8/10  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Marni Willenson  
Willenson Law, LLC

\_\_\_\_\_  
Date

Attorneys for Defendants:

\_\_\_\_\_  
T. Harold Pinkley  
Miller & Martin, PLLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fredrick J. Bissinger  
Wimberly, Lawson, Seale, Wright & Davies, PLLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ana L. Escobar  
Escobar & Parks, PLLC

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties have signed this Settlement on the date written across from their signatures.

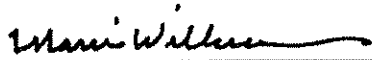
Attorneys for the Named Plaintiffs, the FLSA opt-in Plaintiffs, and the Class:

\_\_\_\_\_  
James Knoepp  
Southern Poverty Law Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tim Freilich  
Legal Aid Justice Center

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Marni Willenson  
Willenson Law, LLC *and Farmworker Justice*  
*(as pro bono counsel)*

2/9/2010  
\_\_\_\_\_  
Date

Attorneys for Defendants:

\_\_\_\_\_  
T. Harold Pinkley  
Miller & Martin, PLLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fredrick J. Bissinger  
Wimberly, Lawson, Seale, Wright & Davies, PLLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ana L. Escobar  
Escobar & Parks, PLLC

\_\_\_\_\_  
Date



IN WITNESS WHEREOF, the Parties have signed this Settlement on the date written  
across from their signatures.

Attorneys for the Named Plaintiffs, the FLSA opt-in Plaintiffs, and the Class:

\_\_\_\_\_  
James Knoepp  
Southern Poverty Law Center

\_\_\_\_\_  
Date

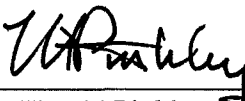
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Tim Freilich  
Legal Aid Justice Center

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Date

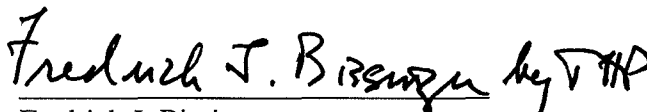
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Marni Willenson  
Willenson Law, LLC

\_\_\_\_\_  
Date

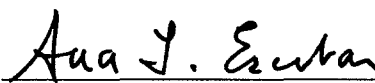
Attorneys for Defendants:

  
\_\_\_\_\_  
T. Harold Pinkley  
Miller & Martin, PLLC

Feb. 10, 2010  
Date

  
\_\_\_\_\_  
Fredrick J. Bissinger  
Wimberly, Lawson, Seale, Wright & Davies, PLLC

Feb. 10, 2010  
Date

  
\_\_\_\_\_  
Ana L. Escobar  
Escobar & Parks, PLLC

Feb. 10, 2010  
Date

Fax:

Feb 8 2010 03:36p 01

Named Plaintiffs on behalf of themselves, the FLSA opt-in Plaintiffs, and the Class:

*[Handwritten Signature]*

*Jose Rosiles Perez*  
Jose Rosiles-Perez

*2/08/2010*  
Date

Jesus Santiago-Salmoran

Date

Hector Ortiz-Mora

Date

For the Defendants:

Superior Forestry Service, Inc.  
By: William Ioup, President

Date

William Ioup, Individually

Date

Scott Barstow

Date

Enrique Gonzalez

Date

Hector Santillan

Date

Named Plaintiffs, on behalf of themselves, the FLSA opt-in Plaintiffs, and the Class:

\_\_\_\_\_  
Jose Rosiles-Perez

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jesus Santiago-Salmon

06-02-2010

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Hector Ortiz-Mora

06-02-2010

\_\_\_\_\_  
Date

For the Defendants:

\_\_\_\_\_  
Superior Forestry Service, Inc.  
By: William Ioup, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Ioup, Individually

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Barstow

\_\_\_\_\_  
Date

\_\_\_\_\_  
Enrique Gonzalez

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hector Santillan

\_\_\_\_\_  
Date

Named Plaintiffs, on behalf of themselves, the FLSA opt-in Plaintiffs, and the Class:

\_\_\_\_\_  
Jose Rosiles-Perez

\_\_\_\_\_  
Date


\_\_\_\_\_  
Jesus Santiago-Salmon

\_\_\_\_\_  
Date

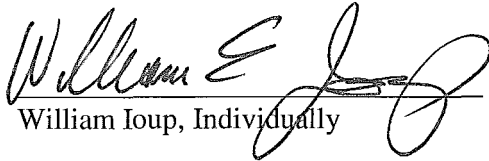
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Hector Ortiz-Mora

\_\_\_\_\_  
Date

For the Defendants:

  
\_\_\_\_\_  
Superior Forestry Service, Inc.  
By: William Ioup, President

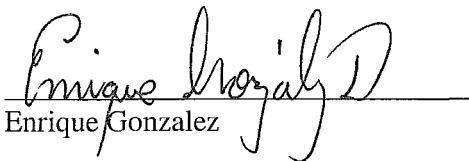
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\_\_\_\_\_  
William Ioup, Individually

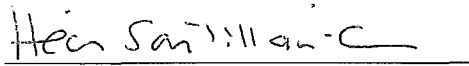
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Date

\_\_\_\_\_  
Scott Barstow

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Enrique Gonzalez


02/08/2010  
Date

  
\_\_\_\_\_  
Hector Santillan

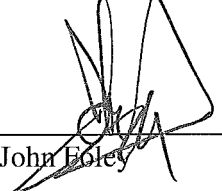
02/08/2010  
Date

\_\_\_\_\_  
Manuel Morales-Martinez


\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael Foley

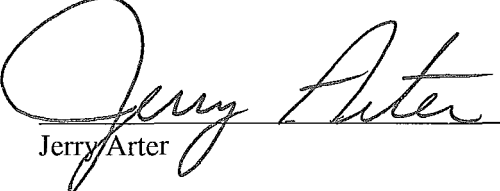
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\_\_\_\_\_  
John Foley

02/10/2010  
Date

  
\_\_\_\_\_  
Mark Harnage

02/10/10  
Date

  
\_\_\_\_\_  
Jerry Arter

2/10/10  
Date

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
COLUMBIA DIVISION

JOSE ROSILES-PEREZ, JESUS )  
SANTIAGO-SALMORAN, and )  
HECTOR ORTIZ-MORA, on behalf )  
of themselves and all others )  
similarly situated, )

Plaintiffs, )

SUPERIOR FORESTRY SERVICE, INC., )  
WILLIAM IOUP, )  
SCOTT BARSTOW, )  
ENRIQUE GONZALEZ, )  
HECTOR SANTILLAN, and )  
MANUEL MORALES-MARTINEZ, )

Defendants. )

Case No. 1:06-CV-0006

Judge William J. Haynes, Jr.

**NOTICE OF PROPOSED SETTLEMENT OF CLASS  
ACTION AND SETTLEMENT HEARING**

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

QUESTIONS? CALL 001-800-XXX-XXXX TOLL FREE FROM MEXICO  
OR 1-800-XXX-XXXX TOLL FREE FROM THE UNITED STATES

-1-



## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<b>SUBMIT A CLAIM</b>	The only way to get a payment if you have not already filed a “consent to sue” form with the Court.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants about the legal claims in this case.
<b>OBJECT</b>	Write to the Court about why you don't like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will only be made if the Court approves the Settlement and after any appeals are resolved. **Please be patient.**

QUESTIONS? CALL 001-800-XXX-XXXX TOLL FREE FROM MEXICO  
OR 1-800-XXX-XXXX TOLL FREE FROM THE UNITED STATES

1. What is this Notice about?

This Notice is an official court notice to let you know about a proposed Settlement in this "class action" lawsuit and how you may claim a share of the Settlement. You are considered a class member in this case if you were employed as an H-2B worker at Superior Forestry Service, Inc. at any time between December 1, 1999 and January 25, 2006. If you do not think the settlement is fair, you can object, and this Notice will tell you how to make such an objection. This notice also informs you of your rights if you do not want to be a member of the class.

2. What is this "class action" lawsuit?

A "class action" lawsuit is a lawsuit in which a few people, called the Class Representatives, sue on behalf of people who have similar claims. All these people are a Class or Class Members. One Court resolves the issues for all Class Members, except those who exclude themselves from the Class. Here, Jose Rosiles-Perez, Jesus Santiago-Salmon, and Hector Ortiz-Mora were appointed by the Court to represent the Class. United States District Court Judge William J. Haynes, Jr. is in charge of this class action.

3. What is the lawsuit about?

The individuals who filed the lawsuit claimed that Superior Forestry and the other Defendants violated the federal Fair Labor Standards Act and the Migrant and Seasonal Agricultural Worker Protection Act with respect to their employment of H-2B workers. The lawsuit claims that Superior Forestry failed to reimburse the H-2B workers during their first week of work for the costs of the H-2B visas and the travel from their homes to the United States. In addition, the lawsuit claims that Superior Forestry did not always pay workers for all time spent working, and that Superior Forestry did not keep an accurate count of the total number of trees that were planted correctly by each worker. The Court has not decided whether the H-2B workers who brought this lawsuit are correct on these claims. Superior Forestry and the other Defendants deny they did anything wrong.

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OR 1-800-XXX-XXXX TOLL FREE FROM THE UNITED STATES

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4. What is the status of the lawsuit?

After several years of court proceedings and three days of mediation in August and December, 2009, the Class Representatives who filed this lawsuit and Superior Forestry and the other Defendants agreed to a proposed Settlement. The Class Representatives and the attorneys think the Settlement is fair and is best for everyone who had claims in this lawsuit. **Your rights could be affected by this Settlement so you should read this Notice carefully to decide whether you want to be part of the Class and you think the Settlement is fair.**

5. How do I know if I am part of the proposed Settlement?

If you worked as an H-2B worker (and were not a crew supervisor) for Superior Forestry at any time between December 1, 1999 and January 25, 2006, you are a member of the “Class.” All years of employment through the 2008-2009 forestry season are covered by this lawsuit and the proposed Settlement, as long as you were employed at Superior Forestry at any time between December 1, 1999 and January 25, 2006. If the first day you ever worked for Superior Forestry was after January 25, 2006, you are not covered by this lawsuit and proposed Settlement unless you previously filed a form with the Court called a “consent to sue.”

6. What if I am not sure if I am part of the proposed Settlement?

If you are not sure whether you are part of the proposed Settlement, you can call the attorneys for the Plaintiffs and the class members at 001-800-xxx-xxxx if you are calling from Mexico. If you are calling from the United States, you can call 1-800-xxx-xxxx. These are free telephone calls.

7. What are the terms of the proposed Settlement?

The proposed Settlement agreement between the workers who brought the lawsuit and Superior Forestry and the other Defendants sets forth in detail the terms and conditions of the Settlement. This and the following paragraphs contain a brief

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summary of the proposed Settlement. In total, Superior Forestry and the Defendants are paying the workers \$2.2 million dollars, plus an additional \$88,000 in interest, as part of the proposed Settlement. If the Court approves the Settlement that has been proposed, each H-2B worker who files a valid and timely claim will receive a minimum of \$334.55 for each season they worked for Superior Forestry between the 1999-2000 season and the 2008-2009 season. The amount of the payment per season to each H-2B worker will depend on the number of people who file claims, but the minimum amount will be \$334.55. Also, each H-2B worker who previously filed a valid “consent to sue” form with the Court will receive an additional \$1,000.00 for each season they worked for Superior Forestry within three years of the date their consent form was filed. Another important part of the Settlement to know is that this money is being paid in three payments over more than two years, so not all the money will be paid to class members immediately.

8. Who else gets money from the Settlement?

The three Class Representatives will each receive an additional \$7,500.00 under the Settlement agreement in consideration for their commitment in bringing this lawsuit on behalf of the class, for a total \$22,500.00. Thirteen additional individuals who provided testimony and other important participation in the lawsuit will receive payments between \$2,000.00 and \$4,000.00 each, for a total of \$38,000.00. The lawyers who represented the Plaintiffs and the class members are eligible to apply to the Court for an award of \$550,000.00, which is approximately \$130,000.00, plus interest, to cover the expenses they had in bringing this case, plus approximately \$420,000.00, plus interest, in attorneys’ fees for time spent working on this case. The money for costs and attorneys’ fees will be paid separately from the \$2.2 million that is being paid to the class members.

9. What are my rights as a member of the “Class”?

As a member of the Class, you have the right to receive money from the Settlement.

As a member of the Class, you are also giving up your rights to bring a separate claim against Superior Forestry and the other Defendants for violation of the Fair Labor Standards Act or the Migrant and Seasonal Worker Protection Act for any work you may have performed between December 1, 1999 and the last day you

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worked during the 2008-2009 forestry season.

10. How do I make a claim as a class member?

**TO CLAIM YOUR MONEY YOU MUST FILE A CLAIM.**

A Claim Form is included with this Notice. The Claim Form already has your name on it, and the number of seasons between the 1999-2000 season and the 2008-2009 season in which you are eligible for payment. If you want to file a claim to receive your money, you should fill out the Claim Form and return it by mail to the attorneys for the class at the Southern Poverty Law Center (Immigrant Justice Project). You can also fax the form to 404-221-5857. If your Claim is received before **July 12, 2010**, you will be eligible to receive the first payment to be made to the Class, which should be sometime close to the end of the summer of 2010. If your Claim is received after July 12, 2010, you will not receive payment until the second payment, which will be sometime during the summer of 2011.

**IF YOU DO NOT FILE A CLAIM BEFORE FRIDAY, JULY 13, 2012, YOU WILL NOT BE ELIGIBLE TO RECEIVE PAYMENT PURSUANT TO THIS SETTLEMENT.** If you do not make a Claim and you do not exclude yourself from the case as described in paragraph 15, you are giving up your rights to receive money. You are also giving up your rights to ever bringing a lawsuit against Superior Forestry and the other Defendants for the claims and time periods alleged in this lawsuit.

11. What if I already filed a “consent to sue” form with the Court?

If you are one of the 184 people who already filed a consent to sue form to be a Plaintiff in this case, you do not need to fill out and send back a Claim Form in order to receive your payment. However, you should make sure that the Southern Poverty Law Center (Immigrant Justice Project) has your current contact information. If you are not sure whether you already filed a consent to sue form in this case, or if you need to update your contact information, please send in the Claim Form or call the Southern Poverty Law Center (Immigrant Justice Project) at 001-800-xxx-xxxx from Mexico, or 1-800-xxx-xxxx from the United States.

QUESTIONS? CALL 001-800-XXX-XXXX TOLL FREE FROM MEXICO  
OR 1-800-XXX-XXXX TOLL FREE FROM THE UNITED STATES

12. What if I disagree with the number of eligible seasons for payment?

If you disagree with the number of eligible seasons on your Claim Form, you must still send in your Claim Form in order to receive any payment. But, you should also send the attorneys at the Southern Poverty Law Center (Immigrant Justice Project) any additional information you have that shows what years you worked for Superior Forestry, such as a copy of your visas, paycheck stubs, or other receipts. You may also call the Southern Poverty Law Center (Immigrant Justice Project) at 001-800-xxx-xxxx from Mexico, or 1-800-xxx-xxxx from the United States to receive further information.

13. When and how will I receive my payment?

The Defendants are paying the money owed under the Settlement in three payments. Therefore, the Class will also likely receive their money in three different payments. The First Payment should occur sometime around the end of the Summer in 2010. You will be contacted **by telephone** as to how and where you can claim your payment. In most cases, you will go to a Bansefi bank location and present your identification and a code given to you by the attorneys for the Class in order to claim your payment. For this reason, **IT IS VERY IMPORTANT THAT THE ATTORNEYS HAVE YOUR CURRENT CONTACT INFORMATION. FAILURE TO PICK UP YOUR MONEY WITHIN 120 DAYS AFTER THE ATTORNEYS OR THEIR AGENTS ATTEMPT TO CONTACT YOU MAY MEAN THAT YOU WILL LOSE YOUR RIGHT TO THE MONEY.**

All people who file a Claim will be eligible for a FINAL PAYMENT, which should occur sometime around the end of the Summer in 2012. **PLEASE MAKE SURE THAT THE ATTORNEYS HAVE YOUR CURRENT CONTACT INFORMATION BEFORE THE SUMMER OF 2012 OR YOU MAY NOT RECEIVE YOUR FINAL PAYMENT.**

14. Will my participation in this Settlement affect my ability to work in the United States in the future?

No. Superior Forestry and the other Defendants are prohibited from taking any  
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OR 1-800-XXX-XXXX TOLL FREE FROM THE UNITED STATES

actions against anyone because of their participation in this case or their participation in this Settlement. Your filing a Claim to receive your part of the Settlement money will have no effect on your ability to obtain a visa to work in the United States in the future.

15. How do I opt-out of this “class action”?

If you do NOT want to participate in the class action, you have the right to be excluded from the Class and not receive any money from the Settlement. If you choose to be excluded from the class, you will NEVER be able to make any claim for this Settlement money; however, you may have the right to bring your own lawsuit against Superior Forestry and the other Defendants within the time period allowed under the law for the claims alleged in the lawsuit. **You must opt-out before May 1, 2010.** If you fail to opt-out by May 1, 2010, you are giving up your right to be excluded from the class, which means that you can not bring a separate lawsuit against Superior Forestry and the other Defendants for the same claims alleged in the current lawsuit with respect to the time period from December 1, 1999 through the last day you worked during the 2008-2009 forestry season. If you do not opt-out you will be bound by the Settlement agreement and are eligible to file a claim for the settlement money. To be excluded from the class action you must send a letter to the Court stating specifically that you want to opt-out of this case. You should send this letter to the Clerk of the Court at the United States Courthouse, 815 Garden Street, Columbia, TN 38401. You should include in your letter the name of the case (Rosiles-Perez v. Superior Forestry Service, Inc.) and the case number (1:06-CV-0006). If you choose to “opt-out” of the class action, you should consult a lawyer as to your rights.

16. What if I think the Settlement is unfair?

There will be an in-person hearing before federal district judge William J. Haynes, Jr. at 2:30 P.M. on March 26, 2010, at the United States Courthouse, 815 Garden Street, Columbia, TN 38401 to decide whether the settlement is fair, reasonable, and adequate. If you want to object to the settlement you must file your objection with the Clerk of the Court before **March 26, 2010**. If you do want to object, write the Clerk of the Court at the United States Courthouse, 815 Garden Street,

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OR 1-800-XXX-XXXX TOLL FREE FROM THE UNITED STATES

Columbia, TN 38401. You should include in your letter the name of the case (Rosiles-Perez v. Superior Forestry Service, Inc.) and the case number (1:06-CV-0006). This hearing will be your only opportunity to object to the terms of the Settlement.

**You do not have to be present at the hearing to receive your share of the settlement money. If you file a claim to get your share of the Settlement, you will receive your class share, provided the Settlement is approved by the Judge.**

17. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Superior Forestry and the other Defendants about the issues and time period covered by this case ever again.

18. What if I want further information?

If you have questions about the settlement, need help understanding this Notice, or want a complete copy of the Settlement Agreement you can contact the lawyers for the workers who brought the lawsuit by writing or calling:

**Southern Poverty Law Center  
233 Peachtree Street NE, Suite 2150  
Atlanta, GA 30303  
Telephone from United States: 1-800-xxx-xxxx  
Telephone from Mexico: 001-800-xxx-xxxx**

**DO NOT CALL THE COURT OR THE CLERK OF THE COURT**

QUESTIONS? CALL 001-800-xxx-xxxx TOLL FREE FROM MEXICO  
OR 1-800-xxx-xxxx TOLL FREE FROM THE UNITED STATES

**SUPERIOR FORESTRY SETTLEMENT CLAIM FORM**

SETTLEMENT PAYMENT INFORMATION

Your Name: [populated from spreadsheet] [empcode]

Number of Seasons Eligible for Class Payment: [populated from spreadsheet]  
Minimum amount you will receive from Class Payment: [populated from spreadsheet]  
Did you file a "consent to sue" form: [populated from spreadsheet]  
Number of Seasons Eligible for "consent to sue" Payment: [populated from spreadsheet]  
Additional amount for filing "consent to sue": [populated from spreadsheet]  
Individual Payment (if any): [populated from spreadsheet]  
Total minimum payment you will receive: [populated from spreadsheet]

**If you do not agree with the number of seasons identified above, you MUST provide the attorneys for the Class additional documents (visas, paycheck stubs, receipts) to show additional years you worked for Superior Forestry.**

INFORMATION ON HOW TO CONTACT YOU

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Primary telephone number: \_\_\_\_\_

Alternative telephone number(s): \_\_\_\_\_

Do you have an email address? If so, what is it: \_\_\_\_\_

Relative to be contacted if you are not in Mexico: \_\_\_\_\_

Relative's telephone number: \_\_\_\_\_

**REMEMBER, we will be calling you by telephone to provide you information on how to collect your money. Please contact us if you change your telephone number(s). You may call our office at 001-800-xxx-xxxx from Mexico, or 1-800-xxx-xxxx from the United States.**

I hereby state that I wish to receive my share of the settlement proceeds in the case of Rosiles-Perez, et al. v. Superior Forestry Service, Inc., et al.

\_\_\_\_\_  
Date Signature



## WHERE DO I SEND MY FORM?

You should **mail** your completed form to the following address:

Superior Forestry Settlement  
Southern Poverty Law Center  
233 Peachtree Street NE, Suite 2150  
Atlanta, GA 30303

**Or**

You can **Fax** your completed form to the attorneys at the Southern Poverty Law Center (Immigrant Justice Project) at:

**404-221-5857**

## WHAT ARE THE DEADLINES FOR SENDING IN MY FORM?

**REMEMBER, your form must be received by the attorneys at the Southern Poverty Law Center (Immigrant Justice Project) before July 12, 2010 if you want to receive your money as part of the first payment that will be made sometime close to the end of the Summer of 2010. If your form is received after July 12, 2010, you will not receive any payment until the end of the Summer of 2011.**

If you do not exclude yourself from this case, then you must file a Claim in order to receive your payment. If you do not file a Claim by Friday, July 13, 2012, you will have given up your right to receive any money from this Settlement.

## HOW CAN I GET MORE INFORMATION?

You can get more information by calling the attorneys at the Southern Poverty Law Center (Immigrant Justice Project):

**001-800-xxx-xxxx if calling from Mexico**  
**1-800-xxx-xxxx if calling from the United States.**





<b>Sus Derechos Legales y Opciones en este Acuerdo:</b>	
<b>LLENAR UN RECLAMO</b>	La única manera de recibir pago si usted no ha llenado ya una forma “Consentimiento para Demandar” con la Corte.
<b>EXCLUIRSE</b>	No recibe pago. Esta es la única opción que le permite ser parte de otra demanda en contra de los Acusados relacionada a las quejas legales en este caso.
<b>OPONERSE</b>	Escribir a la Corte haciéndole saber porque a usted no le gusta el Acuerdo.
<b>IR A LA AUDIENCIA</b>	Pedir hablar en la Corte acerca de la Justicia del Acuerdo.
<b>NO HACER NADA</b>	No recibir pago. Renunciar a sus derechos.

- Estos derechos y opciones—y **el plazo para tomar una decisión**—se explican en esta noticia.
- La Corte encargada de este caso todavía tiene que decidir si aprueba o no el Acuerdo. Los pagos se harán sólo si la Corte aprueba el Acuerdo y después de resolver cualquier apelación. **Le pedimos que por favor sea paciente.**

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O AL 1-800-XXX-XXXX DE LOS ESTADOS UNIDOS

1. ¿De que se trata esta Noticia?

Esta Noticia es una noticia oficial de la Corte para informarle del Acuerdo propuesto en esta demanda de “acción de clase” y cómo pudiera usted reclamar una parte de este Acuerdo. Usted está considerado cómo un miembro de la clase en este caso si usted fue empleado como un trabajador H-2B en Superior Forestry Service, Inc. en cualquier fecha entre el 1 de diciembre de 1999 y el 25 de enero de 2006. Si usted no cree que este Acuerdo es justo, usted puede oponerse, y esta noticia le dirá como puede usted hacer tal objeción. Esta noticia también le informa de sus derechos si usted no desea ser miembro de esta clase.

2. ¿Que es lo que significa una demanda de “acción de clase”?

Una demanda de “acción de clase” es una demanda en la cual un grupo de pocas personas llamadas Representantes de la Clase, demandan a nombre de personas quienes tienen quejas/reclamos similares. Todas estas personas son una Clase o Miembros de la Clase. Una Corte resuelve los asuntos para todos los Miembros de la Clase, excepto aquellos quienes se excluyen (voluntariamente) de la Clase. Aquí, José Rosiles-Pérez, Jesús Santiago-Salmon, y Héctor Ortiz-Mora fueron nombrados por la Corte a representar a la Clase. El Juez William J. Haynes, Jr. de la Corte de Distrito de los Estados Unidos esta encargado de esta acción de clase.

3. ¿De que se trata esta demanda?

Los individuos quienes presentaron la demanda reclaman que Superior Forestry y los otros Acusados violaron las Leyes Federales de Reglas Justas de Trabajo y las Leyes de Protección al Trabajador Agrícola con respecto a su empleo como trabajadores H-2B. La demanda reclama que Superior Forestry falló a reembolsar a los trabajadores H-2B durante su primera semana de trabajo por los costos de visas de H-2B y el viaje de sus hogares a los Estados Unidos. Además, la demanda reclama que Superior Forestry no siempre pagó a sus trabajadores por todo el tiempo que pasaron trabajando, y que Superior Forestry no tenía un registro exacto del número de la cantidad de árboles plantados correctamente por cada trabajador. La Corte no ha

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decidido si los trabajadores H-2B que presentaron esta demanda están en lo correcto con estos reclamos. Superior Forestry y los otros Acusados niegan haber hecho algo incorrecto.

4. ¿Cuál es el estado de la demanda?

Después de varios años de procesos con la corte y tres días de mediación en Agosto y Diciembre del 2009, los Representantes de la Clase quienes presentaron esta demanda y Superior Forestry y los otros Acusados acordaron un propuesto Acuerdo. Los Representantes de la Clase y los abogados piensan que el Acuerdo es justo y lo mejor para todos quienes tenían reclamos en esta demanda. **Sus derechos pueden ser afectados por este Acuerdo así que debe de leer esta Noticia cuidadosamente para que decida si usted quiere ser parte de la Clase y usted piensa que el Acuerdo es justo.**

5. ¿Como puedo saber si soy parte del Acuerdo propuesto?

Si usted trabajó como un trabajador H-2B (y **no era un supervisor**) para Superior Forestry en cualquier fecha entre el 1 de diciembre de 1999 y el 25 de enero de 2006, automáticamente usted es un miembro de la “Clase.” Todos los años de empleo hasta las estaciones del 2008-2009 están cubiertas por esta demanda y el Acuerdo propuesto, mientras que usted haya sido empleado por Superior Forestry en cualquier fecha entre el 1 de diciembre y el 25 de enero de 2006. Si el primer día que usted trabajó para Superior Forestry en toda su vida fue después del 25 de enero de 2006, usted no esta cubierto por esta demanda y el Acuerdo propuesto a menos que usted haya presentado una forma a la Corte llamada “Consentimiento para Acción FLSA”

6. ¿Que pasa si no estoy seguro si soy parte del Acuerdo propuesto?

Si usted no esta seguro si es parte del Acuerdo propuesto, usted puede llamar a los abogados de los Demandantes y a los miembros de la clase al 011-800-xxx-xxxx si usted está hablando desde México. Si habla de los Estados Unidos, puede marcar el 1-800-xxx-xxxx. Estos números son gratuitos.

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## 7. ¿Cuales son los términos del propuesto Acuerdo?

El Acuerdo propuesto entre los trabajadores quienes presentaron la demanda y Superior Forestry y los otros Acusados describe en detalle los términos y condiciones de este Acuerdo. Este y los siguientes párrafos contienen un breve resumen del propuesto Acuerdo. En total, Superior Forestry y los Acusados están pagándoles a los trabajadores \$2.2 millón de dólares, más \$88,000 adicionales en intereses, como parte del propuesto Acuerdo. Si la Corte aprueba este Acuerdo que ha sido propuesto, cada trabajador H-2B que presente un reclamo válido y a tiempo recibirá un mínimo de \$334.55 por cada temporada que haya trabajado para Superior Forestry entre las estaciones de 1999-2000 y estaciones de 2008-2009. La cantidad de pago por estación para cada trabajador H-2B dependerá en la cantidad de personas que presenten sus reclamos, pero la mínima cantidad será de \$334.55. También, cada trabajador H-2B quien anteriormente presentó una forma de “Consentimiento para Acción FLSA” válida con la Corte recibirá una cantidad adicional de \$1,000.00 por cada temporada que trabajó para superior Forestry dentro de tres años de la fecha que este consentimiento fue presentado. Otra parte importante de saber acerca de este Acuerdo es que este dinero sería pagado en tres pagos dentro de los dos próximos años, así que no todo el dinero se pagaría a todos los miembros de la clase de inmediato.

## 8. ¿Quien mas recibe dinero del Acuerdo?

Los tres Representantes de la Clase recibirán cada uno \$7,500.00 adicionales bajo el arreglo del Acuerdo en consideración por su determinación al presentar esta demanda en nombre de la clase, por un total de \$22,500.00. Trece individuos adicionales quienes proveyeron testimonios y otra importante participación en la demanda recibirán pagos entre \$2,000.00 y \$4,000.00 cada uno, por un total de \$38,000.00. Los abogados quienes representaron a los Demandantes y a los miembros de la clase son elegibles a aplicar a la Corte a que se les otorguen \$550,000.00, lo cuál es aproximadamente \$130,000.00, más interés, para cubrir los gastos que ellos tuvieron en este caso, más aproximadamente \$420,000.00, más interés, en cargos de abogados por el tiempo que pasaron trabajando en este caso. El dinero por los gastos y costos de abogados será pagado por separado de los \$2.2 millones que se están pagando a los miembros de la clase.

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O AL 1-800-XXX-XXXX DE LOS ESTADOS UNIDOS

9. ¿Cuales son mis derechos como miembro de la “Clase”?

Como miembro de la Clase, usted tiene el derecho de recibir dinero de este Acuerdo. Como miembro de la Clase, usted también está renunciando a sus derechos de presentar un reclamo por separado en contra de Superior Forestry y los otros Acusados por violación a las Leyes Justas de Trabajo o a las Leyes de Protección al Trabajador Agrícola por cualquier trabajo que haya desempeñado entre el 1 de diciembre de 1999 y el último día que usted trabajo durante la temporada forestal de 2008-2009.

10. ¿Como puedo presentar un reclamo como miembro de la clase?

**PARA RECLAMAR SU DINERO USTED DEBE REMITIR UN FORMULARIO DE RECLAMO**

Un Formulario de Reclamo está incluido con este Aviso. El Formulario de Reclamo ya tiene su nombre y el número de temporadas entre la temporada de 1999-2000 a la temporada de 2008-2009 de las cuales usted es elegible para pago. Si usted quiere remitir este formulario para recibir su dinero, usted necesita llenar el Formulario de Reclamo y mandarlo a los abogados de la clase al Southern Poverty Law Center (Proyecto de Justicia Inmigrante). Usted también puede mandar su formulario por fax al número: 404-221-5857. Si recibimos su formulario antes del **12 de Julio del 2010**, usted será elegible para recibir el primer pago que se le hará a la Clase, el cual será distribuido cerca del final del verano del 2010. Si su formulario es recibido después del 12 de Julio del 2010, usted recibirá pago hasta el segundo pago a la clase, el cual será durante el verano del 2011.

**SI USTED NO REMITE UN FORMULARIO DE RELAMO ANTES DEL VIERNES, 13 DE JULIO, 2012, USTED NO SERÁ ELEGIBLE PARA RECIBIR PAGO EN CONFORMIDAD A ESTE ACUERDO.** Si usted no remite un formulario de relamo y usted no se excluye del caso como es detallado en el párrafo 15, usted cederá sus derechos para recibir dinero. Usted también cederá sus derechos de alguna vez demandar a Superior Forestry y a los otros Acusados por los reclamos y por el periodo de tiempo alegado en esta demanda.

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O AL 1-800-XXX-XXXX DE LOS ESTADOS UNIDOS

11. ¿Que tal si ya he firmado un Consentimiento para Demandar con la Corte?

Si usted es una de las 184 personas que ya firmaron un Consentimiento para Demandar para ser un demandante en este caso, usted no necesita llenar y regresar un Formulario de Reclamo para recibir su pago. Sin embargo, usted debe asegurarse de que el Southern Poverty Law Center (Proyecto de Justicia Inmigrante) tiene su información de contacto actualizada. Si usted no está seguro si ha firmado un consentimiento para demandar, o si necesita actualizar su información de contacto, por favor mándenos su Formulario para Reclamar, o llame al Southern Poverty Law Center (Proyecto de Justicia Inmigrante) al: 001-800-xxx-xxxx de México, or 1-800-xxx-xxxx de los Estados Unidos.

12. ¿Que tal si no estoy de acuerdo con el número de temporadas?

Si usted no está de acuerdo con el número de temporadas elegibles en su Formulario de Reclamo, usted debe todavía mandarnos su Formulario para recibir cualquier pago. Pero, también necesita mandar a los abogados del Southern Poverty Law Center (Proyecto de Justicia Inmigrante) cualquier información adicional que demuestre los años que trabajó para Superior Forestry, como una copia de sus visas, talones de cheque, u otros recibos. Usted también puede llamar al Southern Poverty Law Center (Proyecto de Justicia Inmigrante) al 001-800-xxx-xxxx de México, o 1-800-xxx-xxxx de los Estados Unidos para recibir información adicional.

13. ¿Cuándo y cómo recibiré mi pago?

Los Demandados pagaran el dinero que deben bajo el acuerdo en tres pagos. Por lo tanto, la Clase probablemente también recibirá su dinero en tres pagos distintos. El Primer Pago deberá ocurrir alrededor del fin del verano del 2010. Usted será contactado **por teléfono** acerca de cómo y cuando podrá reclamar su pago. En la mayoría de los casos, usted irá a un banco Bansefi y presentará su identificación y un código que le darán los abogados de la Clase para reclamar su pago. Por esta razón, **ES MUY IMPORTANTE QUE LOS ABOGADOS TENGAN SU INFOMACIÓN DE CONTACTO ACTUALIZADA. SI USTED NO COBRA SU DINERO**

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O AL 1-800-XXX-XXXX DE LOS ESTADOS UNIDOS

**DENTRO DE 120 DÍAS DE LA FECHA EN LA QUE LOS ABOGADOS O SUS AGENTES INTENTEN COMUNICARSE CON USTED PUEDE SIGNIFICAR QUE USTED PERDERÁ SU DERECHO AL DINERO.**

Toda la gente que presente un Reclamo será elegible para un PAGO FINAL, el cuál deberá ocurrir alrededor del final del verano del 2012. **POR FAVOR ASEGURESE DE QUE LOS ABOGADOS TENGAN SU INFORMACIÓN DE CONTACTO ACTUALIZADA ANTES DEL VERANO DE 2012 O PODRÍA SER QUE NO RECIBA SU PAGO FINAL.**

14. ¿Mi participación en este Acuerdo afectará mi habilidad a trabajar en los Estados Unidos en el futuro?

No. Superior Forestry y los otros Acusados tienen prohibido tomar acciones en contra de cualquier persona por su participación en este caso o su participación en este acuerdo. El que usted llene un Reclamo para recibir su parte del dinero del Acuerdo no tendrá efecto en su habilidad de obtener una visa para trabajar en los Estados Unidos en el futuro.

15. ¿Como me retiro de esta “acción de clase?”

Si usted NO quiere participar en esta acción de clase, usted tiene el derecho de ser excluido de la Clase y no recibir dinero del Acuerdo. Si usted decide ser excluido de la Clase usted **NUNCA** podrá hacer ningún reclamo para este dinero del Acuerdo, sin embargo, usted podría tener el derecho de presentar su propia demanda contra Superior Forestry y los otros Demandados entre el periodo del tiempo permitido bajo la ley por los reclamos que alegamos en esta demanda. **Usted debe de retirarse antes del 1 de Mayo del 2010.** Si usted no se retira antes del 1 de mayo del 2010, usted está cediendo su derecho de ser excluido del caso, lo cuál significa que no puede traer una demanda separada contra Superior Forestry y los otros Acusados por los mismos reclamos alegados en la presente demanda con respeto al periodo de tiempo del 1 de diciembre de 1999 hasta el último día que trabajó durante la temporada forestal del 2008-2009. Si no se retira del caso, estará ligado al caso por el Acuerdo y será elegible para remitir un Formulario de Reclamo para el dinero del acuerdo. Para ser excluido de la

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acción de clase, usted tiene que mandar una carta a la Corte diciendo específicamente que usted se quiere retirar del caso. Usted tiene que mandar esta carta a: Clerk of the Court, United States Courthouse, 815 Garden Street, Columbia, TN 38401. Usted debe incluir en su carta el nombre del caso (Rosiles-Pérez v. Superior Forestry Service, Inc.) y el número del caso (1:06-CV-0006). Si usted decide retirarse de la acción de clase, debería de consultar a un abogado acerca de sus derechos.

16. ¿Que tal si pienso que el Acuerdo no es Justo?

Va a ver una audiencia en persona ante el juez federal del distrito William J. Haynes, Jr. a las 2:30 P.M. el 26 de marzo del 2010, en la Corte de los Estados Unidos, 815 Garden Street, Columbia, TN 38401 para decidir si el acuerdo es justo, razonable, y adecuado. Si usted quiere oponerse al Acuerdo, necesita remitir su objeción a con el administrador(a) de la Corte antes **del 26 de marzo del 2010**. Si quiere oponerse, escríbale a: Clerk of the Court at the United States Courthouse, 815 Garden Street, Columbia, TN 38401. En su carta debe de incluir el nombre del caso (Rosiles-Pérez v. Superior Forestry Service, Inc.) y el número del caso (1:06-CV-0006). Esta audiencia será su única oportunidad para oponerse a los términos del Acuerdo.

**Usted no tiene que estar presente en la audiencia para recibir la parte que le corresponde del dinero del Acuerdo. Si usted remite su formulario de reclamo para conseguir su parte del Acuerdo, usted recibirá su parte del dinero para la clase, si es que el Juez aprueba el Acuerdo.**

17. ¿Que pasa si no hago nada?

Si usted no hace nada, usted no recibirá dinero de este Acuerdo. Pero, a menos que se excluya a si mismo, usted no podrá empezar una demanda, continuar con una demanda, o ser parte de cualquier otra demanda contra Superior Forestry ni contra los otros Acusados acerca de los asuntos y periodo de tiempo cubierto por este caso nunca jamás.

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O AL 1-800-XXX-XXXX DE LOS ESTADOS UNIDOS

18. ¿Que tal si necesito mas información?

Si usted tiene preguntas del acuerdo, necesita ayuda para entender este Aviso, o si quiere una copia completa del Acuerdo, se puede comunicar con los abogados de los trabajadores quienes presentaron la demanda escribiendo o llamando a:

**Southern Poverty Law Center**  
**233 Peachtree Street NE, Suite 2150**  
**Atlanta, GA 30303**  
**Teléfono desde los Estados Unidos: 1-800-xxx-xxxx**  
**Teléfono desde México: 001-800-xxx-xxxx**

**NO LLAME A LA CORTE O AL ADMINISTRADOR(A) DE LA CORTE.**

¿PREGUNTAS? LLAME GRATIS AL 001-800-xxx-xxxx DE MÉXICO  
O AL 1-800-xxx-xxxx DE LOS ESTADOS UNIDOS

# FORMULARIO DE RECLAMO DEL ACUERDO CON SUPERIOR FORESTRY

## INFORMACIÓN DE PAGO DEL ACUERDO

Su Nombre: [populated from spreadsheet] [empcode]

Número de temporadas elegibles para pago de la clase: [populated from spreadsheet]  
Pago mínimo que recibirá del pago de la clase: [populated from spreadsheet]  
Usted llenó un "Consentimiento para Demandar"? [populated from spreadsheet]  
Número de temporadas elegibles para pago de "Consentimiento": [populated from spreadsheet]  
Cantidad adicional por llenar el "Consentimiento para Demandar": [populated from spreadsheet]  
Pago individual (si hay alguno): [populated from spreadsheet]  
Total del pago mínimo que recibirá: [populated from spreadsheet]

**Si usted no está de acuerdo con el número de temporadas identificadas arriba, usted DEBE proveer documentación adicional (visas, talones de cheques, recibos) a los abogados de la Clase para demostrar años adicionales que usted trabajó para Superior Forestry.**

## INFORMACIÓN PARA CONTACTARLO

Fecha de Nacimiento: \_\_\_\_\_

Dirección: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Número de teléfono Primario: \_\_\_\_\_

Números de teléfono adicionales: \_\_\_\_\_

¿Tiene correo electrónico? ¿Cuál es?: \_\_\_\_\_

Familiar para contactar si Ud. no se encuentra en México: \_\_\_\_\_

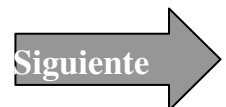
Número de teléfono del familiar: \_\_\_\_\_

**RECUERDE, le vamos a llamar por teléfono para proveerle información de como coleccionar su dinero. Por favor comuníquese con nosotros si cambia su(s) número(s) de teléfono. Puede llamar a nuestra oficina al: 001-800-xxx-xxxx de México o al 1-800-xxx-xxxx de los Estados Unidos.**

Por este medio, yo declaro que quiero recibir mi parte de los recaudos del acuerdo en el caso de Rosiles-Pérez, et al. v. Superior Forestry Service, Inc., et al.

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma



## ¿A DONDE MANDO MI FORMULARIO?

Usted debe **enviar** su formulario completado a la siguiente dirección:

Superior Forestry Settlement  
Southern Poverty Law Center  
233 Peachtree Street NE, Suite 2150  
Atlanta, GA 30303

## O

Usted puede mandar su formulario completado vía Fax a los abogados del Southern Poverty Law Center (Proyecto de Justicia Inmigrante) a:

**Número de Fax: 001-404-221-5857**

## ¿CUALES SON LAS FECHAS LÍMITES PARA MANDAR MI FORMULARIO?

**RECUERDE, su formulario debe ser recibido por los abogados del Southern Poverty Law Center (Proyecto de Justicia Inmigrante) antes del 12 de Julio del 2010 si quiere recibir su dinero como parte del primer pago que se efectuará cerca del final del verano del 2010. Si su formulario es recibido después del 12 de Julio del 2010, usted recibirá pago hasta el final del verano del 2011.**

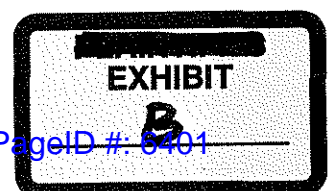
Si usted no se excluye de este caso, entonces usted debe llenar un formulario de reclamo para recibir su pago. Si usted no llena un Reclamo en o antes del viernes, el 13 de Julio del 2012, usted habrá cedido su derecho de recibir cualquier dinero de este Acuerdo.

## ¿CÓMO PUEDO RECIBIR MÁS INFORMACIÓN?

Usted puede recibir mas información llamando a los abogados del Southern Poverty Law Center (Proyecto de Justicia Inmigrante):

**001-800-xxx-xxxx si llama de México**  
**1-800-xxx-xxxx si llama de los Estados Unidos.**

<b>EXHIBIT B: Named Plaintiffs' and FLSA opt-in Plaintiffs' Number of Eligible Seasons for FLSA Settlement</b>						
<b>Empnum</b>	<b>NameFirst</b>	<b>NameMiddle</b>	<b>NamePaternal</b>	<b>NameMaternal</b>	<b># of FLSA Seasons</b>	<b>FLSA Payment</b>
SANJES9	Jesus		Santiago	Salmoran	2	\$2,000.00
ROSJOS9	Jose		Rosiles	Perez	3	\$3,000.00
ORTHEC9	Hector		Ortiz	Mora	5	\$5,000.00
ESCVIC9	Vicente		Escobar	Lopez	1	\$1,000.00
MARCAR9	Carmelo		Marcelino	Sanchez	1	\$1,000.00
ANCJOR9	Jorge		Ancelmo	Martinez	1	\$1,000.00
HEROSC9	Oscar		Hernandez	Espina	1	\$1,000.00
MONLAZ9	Lazaro		Montero	Barradas	1	\$1,000.00
HERJUA9	Juan		Hernandez	Hernandez	1	\$1,000.00
ALDAND9	Andres		Aldana	Moreno	1	\$1,000.00
SANJOA9	Joan	Michel	Sanchez	Martinez	1	\$1,000.00
CERMAR9	Martin		Cervantes	Espejo	2	\$2,000.00
MORVIT9	Vito		Morales	Ojeda	2	\$2,000.00
MORMAU9	Maurilio		Morales	Carrillo	3	\$3,000.00
SANJOS8	Jose	Ramon	Sanchez	Martinez	3	\$3,000.00
HERLUI8	Luis		Hernandez	Espina	3	\$3,000.00
LAUNIC9	Nicolas		Laureano	Guzman	1	\$1,000.00
LAUROS9	Rosalino		Laureano	Guzman	1	\$1,000.00
GARHON9	Honorio		Garcia	Hernandez	1	\$1,000.00
VAZALE9	Alejandro		Vazquez	Gonzalez	1	\$1,000.00
GOMRAF9	Rafael	Guillermo	Gomez	Hernandez	1	\$1,000.00
RAMALF8	Alfredo		Ramirez	Aparicio	1	\$1,000.00
VASRUF9	Rufino		Vazquez	Ordaz	1	\$1,000.00
RODCEL9	Celerino	Rafael Del Rosario	Rodriguez	Martinez	1	\$1,000.00
MARANT8	Antonio		Martinez	Bringas	1	\$1,000.00
MARERN9	Ernesto		Martinez	Martinez	1	\$1,000.00
SANJUA1	Juan		Sanchez	Sanchez	1	\$1,000.00
LOPAAR9	Aaron		Lopez	Marin	1	\$1,000.00
VASSAM9	Samuel		Vasquez	Hernandez	1	\$1,000.00
LOPAND9	Andres		Lopez	Lopez	1	\$1,000.00
RODMAR9	Margarito	Miguel	Rodriguez	Acevedo	1	\$1,000.00
BLAHUM9	Humberto		Blanco	Valenzuela	1	\$1,000.00
ROJJAC9	Jacinto		Rojas	Nuñez	1	\$1,000.00
ANTCAL9	Calixto	Sergio	Antonio	Antonio	1	\$1,000.00
BAROSC8	Oscar	Emilio	Barahona	Salazar	1	\$1,000.00
IBAALB9	Alberto	Angel	Ibanez	Jimenez	1	\$1,000.00
RODEST9	Esteban		Rodriguez	Ortiz	1	\$1,000.00
JIMJOS7	Jose	Luis	Jimenez	Lorenzana	1	\$1,000.00
PALJOS9	Jose	Bardomiano	Palomeque	Martinez	1	\$1,000.00
SOTJOS9	Jose	Francisco	Soto	Soto	1	\$1,000.00
LOPMAR1	Martin	Guillermo	Lopez	Moreno	1	\$1,000.00
STIALO9	Alonso		Stivalet	Cortes	1	\$1,000.00
GARPAS7	Pascual		Garcia	Hernandez	1	\$1,000.00
GARRIC9	Ricardo		Garcia	Zarate	1	\$1,000.00
GOMANG9	Angel	Augusto	Gomez	Ramirez	1	\$1,000.00
HERERN9	Ernesto		Hernandez	Ferreyra	1	\$1,000.00
MARNIC9	Nicolas		Martinez	Merino	1	\$1,000.00
SANCLE7	Clemente		Sandoval	Dominguez	1	\$1,000.00
ANTNIC9	Nicolas		Antonio	Perez	1	\$1,000.00
GIRMYN9	Mynor	David	Giron	Ramirez	1	\$1,000.00



**EXHIBIT B: Named Plaintiffs' and FLSA opt-in Plaintiffs' Number of Eligible Seasons for FLSA Settlement**

<b>Empnum</b>	<b>NameFirst</b>	<b>NameMiddle</b>	<b>NamePaternal</b>	<b>NameMaternal</b>	<b># of FLSA Seasons</b>	<b>FLSA Payment</b>
BAUPED9	Pedro	Pablo	Bautista	Ruiz	1	\$1,000.00
SAAJOS9	Jose	Daniel	Saavedra	Juarez	1	\$1,000.00
LUNRAY9					1	\$1,000.00
APAFEL9	Felix	Eliceo	Aparicio	Miguel	1	\$1,000.00
ANTELO9	Eloy	Armando	Antonio	Antonio	1	\$1,000.00
CARASU9	Asuncion		Carreño	Soriano	1	\$1,000.00
CARCRE9	Crescencio		Carreno	Soriano	1	\$1,000.00
CORTOM9	Tomas	Fortino	Cortez		1	\$1,000.00
GARCON7	Constantino		Garcia	Martinez	1	\$1,000.00
HERGAB8	Marino	Gabriel	Hernandez		1	\$1,000.00
JUACRE9	Crescenciano	Miguel	Juarez	Reyes	1	\$1,000.00
LAUJUA9	Juan		Laureano	Guzman	1	\$1,000.00
LOPLUC9	Lucio	Manuel	Lopez	Gallegos	1	\$1,000.00
LUNCAR9	Carlos	German	Luna	Cruz	1	\$1,000.00
MARFRE9	Fredy		Martinez	Ambrocio	1	\$1,000.00
MARPAS9	Pastor		Martinez	Garcia	1	\$1,000.00
MELLUI9	Luis	Antonio	Melgarejo	Garcia	1	\$1,000.00
MENCIL9	Celestino	Pedro	Mendez	Robles	1	\$1,000.00
MENJOA8	Joaquin	Michel	Mendez	Martinez	1	\$1,000.00
ORTALE9	Alejandro		Ortega	Perez	1	\$1,000.00
PERFRO9	Froylan		Perez	Ruiz	1	\$1,000.00
PEROLE9	Olegario	Humberto	Perez	Perez	1	\$1,000.00
QUIERI9	Ericson	Javier	Quiroz	Leon	1	\$1,000.00
ROBCAT9	Catarino		Robles	Fernandez	1	\$1,000.00
RODSER9	Sergio	Marciano	Rodriguez	Carlos	1	\$1,000.00
SANRIC6	Ricardo		Sandoval	Mendoza	1	\$1,000.00
SERSAN9	Santiago		Sernas	Sanchez	1	\$1,000.00
SILFRA8	Francisco		Silva	Ramos	1	\$1,000.00
ZARJUL9	Julio	Cesar	Zarate	Quiroz	1	\$1,000.00
CASJOR8	Jorge	Alberto	Castellanos	Sanchez	1	\$1,000.00
GAREPI9	Epifanio		Garcia	Nolasco	1	\$1,000.00
MORGEN9	Genaro	Eucario	Morales	Leon	1	\$1,000.00
DIAVAL9					1	\$1,000.00
GARABA9	Abad	Ignacio	Garcia	Hernandez	1	\$1,000.00
HERTRI9	Trinidad		Hernandez	Olivera	1	\$1,000.00
LARALE9	Alejandro		Lara	Vega	1	\$1,000.00
LOPZOC9					1	\$1,000.00
ALEANT9	Antonio		Alejos	Mantilla	1	\$1,000.00
ESPFRE9	Fredi		Espinoza	Ramirez	1	\$1,000.00
LEOJOS9	Jose		Leon	De Paz	1	\$1,000.00
ORDMIG9	Miguel	Angel	Ordaz	Cabral	1	\$1,000.00
SUAFRA9	Francisco		Suarez	Eugenio	1	\$1,000.00
GONFRA8	Francisco		Gonzalez	Ramirez	2	\$2,000.00
RAMJUA9	Juan		Ramirez	Rodriguez	2	\$2,000.00
CARFID9	Fidel		Carreño	Soriano	2	\$2,000.00
GUZJES9	Jesus		Guzman	Ramos	2	\$2,000.00
HUEJUA9	Juan	Jose	Huerta	Jimenez	2	\$2,000.00
HUEJUA8	Juan	Alejandro	Huerta	Vargas	2	\$2,000.00
PABJAV8	Javet		Pablo	Pablo	2	\$2,000.00
SANDAV9	David		Santiago	Hernandez	2	\$2,000.00

**EXHIBIT B: Named Plaintiffs' and FLSA opt-in Plaintiffs' Number of Eligible Seasons for FLSA Settlement**

<b>Empnum</b>	<b>NameFirst</b>	<b>NameMiddle</b>	<b>NamePaternal</b>	<b>NameMaternal</b>	<b># of FLSA Seasons</b>	<b>FLSA Payment</b>
RAMGUS9	Gustavo		Ramirez	Sanchez	2	\$2,000.00
HERJOS7	Jose		Hernandez	Espina	2	\$2,000.00
MAYALE9	Alejandro		May	Cuxim	2	\$2,000.00
ALTPOR9	Porfirio		Altamirano	Robles	2	\$2,000.00
CARFRA8	Francisco		Carreno	Soriano	2	\$2,000.00
CASRAU9	Raul		Castellanos	Martinez	2	\$2,000.00
JARDAN9	Daniel		Jarquín	Cruz	2	\$2,000.00
MENRAM9	Ramiro	Abraham	Mendoza	Soriano	2	\$2,000.00
SILGUM9	Gumesindo		Silva	Perez	2	\$2,000.00
ZARJOE9	Joel		Zarate	Garcia	2	\$2,000.00
CARJUS9	Justino	Vicente	Carreno	Soriano	2	\$2,000.00
JIMCAR8	Carmelo		Jimenez	Lopez	2	\$2,000.00
PACAND9	Andres		Pachuca	Aparicio	3	\$3,000.00
VENMAR9	Mario		Ventura	Vidal	3	\$3,000.00
DIAEFR9	Efren		Diaz	Martinez	3	\$3,000.00
VENMAU9	Mauricio		Ventura	Vidal	3	\$3,000.00
LAGJOS9	Jose	De Jesus	Lagunes	Montero	3	\$3,000.00
APAWIL9	William	Lorenzo	Aparicio	Aparicio	3	\$3,000.00
PERDOM9	Domingo	Bernardo	Perez	Luis	3	\$3,000.00
ALERAF9	Rafael		Alejos	Mantilla	3	\$3,000.00
CARRAY7	Raymundo		Carreno	Soriano	3	\$3,000.00
QUIELE9	Eleazar		Quiroz	Leon	3	\$3,000.00
DIAFER9	Fernando		Diaz	Fernandez	3	\$3,000.00
PABCAR9	Carlos	Eduardo	Pablo	Bernabe	3	\$3,000.00
PEREFR9	Efrain		Perez	Ruiz	3	\$3,000.00
DIAJOS5	Jose	Adrian	Diaz	Rios	3	\$3,000.00
SANNOR9	Norberto		Santos	Garcia	3	\$3,000.00
ESPJOS9	Jose	Gerardo	Espinosa	Ramirez	3	\$3,000.00
DIAMAR9	Margarito		Diaz	Martinez	4	\$4,000.00
SILNOE9	Noe	Armando	Silva	Ruiz	4	\$4,000.00
CASARS9	Arselio		Castellanos	Zarate	4	\$4,000.00
JIMNER9	Nereo		Jimenez	Garcia	4	\$4,000.00
LAGJOS8	Jose	Isidro	Lagunes	Montero	4	\$4,000.00
HERADO9	Adonai		Hernandez	Pablo	4	\$4,000.00
CARNOE9	Noe		Carlos	Poblete	4	\$4,000.00
LOPABE9	Abel	Pablo	Lopez		4	\$4,000.00
CARERA9	Erasto		Carreno	Soriano	4	\$4,000.00
CARPED9	Pedro		Carreño	Soriano	4	\$4,000.00
HERCEL9	Celestino		Hernandez	Vasquez	4	\$4,000.00
PERALF9	Alfredo		Perez	Zacapa	4	\$4,000.00
SANHUG9	Hugo		Santiago	Hernandez	4	\$4,000.00
APAAUR9	Aurelio	Anastacio	Aparicio	Aparicio	4	\$4,000.00
LOPFEL7	Felipe		Lopez	Alcantara	4	\$4,000.00
MORNOR9	Norberto		Moreno	Carlos	4	\$4,000.00
GONJUA7	Juan		Gonzalez	Rios	4	\$4,000.00
SANVIC7	Victor		Santiago	Hernandez	5	\$5,000.00
RAMGER9	Geronimo	Donato	Ramirez	Luis	5	\$5,000.00
LOPTOM9	Tomas		Lopez	Lopez	5	\$5,000.00
CASFER9	Fermin		Castellanos	Poblete	5	\$5,000.00
CRUJOE9	Joel		Cruz	Cruz	5	\$5,000.00

