

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
7:16-CV-00028-D

CONSTANTINO SANCHEZ-RODRIGUEZ;)
JOSÉ ALBERTO AGUILERA-HERNANDEZ;)
ULISES EDGARDO CRUZ-GONZALEZ;)
ESMITH GONZALEZ-RODRIGUEZ;)
VALENTIN ALVARADO-HERNANDEZ;)
DANIEL RODRIGUEZ-GARCIA; and ESDRAS)
SAHI MENDIOLA-BORDES, on behalf of)
themselves and all other similarly situated persons,)

Plaintiffs,)

v.)

JACKSONS FARMING COMPANY OF)
AUTRYVILLE aka JACKSON'S FARMING)
COMPANY OF AUTRYVILLE; WILLIAM)
BRENT JACKSON; and WILLIAM RODNEY)
JACKSON,)

Defendants.)

**NOTICE TO COLLECTIVE ACTION MEMBERS OF PROPOSED SETTLEMENT,
DEADLINE TO JOIN THE LAWSUIT, AND OPPORTUNITY TO OBJECT**

This notice is being sent to you to tell you about a class and collective action lawsuit now pending in United States District Court of the Eastern District of North Carolina. **You are or may be a member of the collective action.** This notice will tell you how your rights may be affected by this lawsuit.

1. What Is This Lawsuit About?

This lawsuit was filed by Constantino Sanchez-Rodriguez, Jose Alberto Aguilera-Hernandez, Ulises Edgardo Cruz-Gonzalez, Esmith Gonzalez-Rodriguez, Valentin Alvarado-Hernandez, Daniel Rodriguez-Garcia, and Esdras Sahi Mendiola-Bordes ("the Plaintiffs") who have asked for back wages and other damages against Jackson Farming Company of Autryville, William Brent Jackson, and William Rodney Jackson (the "Defendants") under U.S. and North Carolina law, on behalf of themselves and a class of other employees.

You are receiving this notice because Jackson Farming Company's records show you are or may be a member of the class of persons who worked for Jackson Farming Company during that time period.

2. Information About the Lawsuit:

Plaintiffs filed this lawsuit against Defendants, claiming that Defendants violated the Fair Labor Standards Act (FLSA), the North Carolina Wage and Hour Act (NCWHA), and North Carolina common law. Plaintiffs claim that the Defendants failed to timely pay their workers at least the minimum wage rate required by law and failed to pay all wages when due at the wage rate that was disclosed to the workers for all hours worked for those workweeks in which they performed piece work for the Defendants. Plaintiffs also claim that Defendants failed to pay workers for travel time "all in a day's work." Defendants have denied liability for all claims.

The Plaintiffs and Defendants have reached a proposed settlement and have jointly asked the Court to rule that this case qualifies as a class and collective action lawsuit. **This means that if you want to participate in the settlement of the claims made by the Plaintiffs, you must file a Consent to Sue / Claim Form as described below.**

3. What Do I Have to Do to Participate?

If you want to participate and you worked for Defendants as a migrant agricultural worker pursuant to the H-2A guest worker program between January 1, 2015 and September 28, 2016, then **you must file a Consent to Sue / Claim Form with this Court in order to participate in this lawsuit.** If the Court approves the proposed settlement agreement, you may receive a payment of money. You will be bound by the decision in this case, including those determinations where the Court ruled in favor of the Defendant and against the Plaintiffs unless you ask to be excluded from the class. That is, you will not be able to file a separate suit against the Defendants later.

If you wish to participate in the law suit, you must fill out the attached Consent to Sue / Claim Form, as well as provide a copy of your valid identification card or document. Your form must be postmarked no later than 120 days after this notice is mailed. The form must be mailed or faxed to Class Counsel at the address or fax number set out below.

Class Counsel:

Robert J. Willis, Esquire
Law Office of Robert J. Willis, PLLC
P.O. Box 1269
Raleigh, North Carolina 27602
Telephone: (919) 821-9031
Facsimile: (919) 821-1763

If you do not return a Consent to Sue / Claim Form, you will have no right to recover any money under any judgment or settlement in this lawsuit.

4. What Should I Do If My Address Changes?

If your address has changed from that shown on the envelope, or if you move in the future, you must notify Class Counsel in writing.

5. Who Are The Attorneys For The Plaintiffs' Class?

The attorney who represents you is called the "Class Counsel." The attorney is:

Robert Willis, Esquire
Law Offices of Robert J. Willis
P.O. Box 1269
Raleigh, NC 27611
(919) 821-9031
(919) 821-1763 (fax)

Anyone with questions about this lawsuit may contact the Class Counsel. **You will not be required to pay any fee for services provided by the Class Counsel.** Class Counsel has applied to the Court for an award of attorneys' fees and reimbursement of the reasonable costs and fees from the Defendants.

6. Information About the Proposed Settlement

The named Plaintiffs who represent the class of employees described above have negotiated a tentative settlement with Defendants. This settlement has received preliminary approval by United States District Court Judge James Dever. The settlement must receive final approval by the Court before its terms can have any legal effect.

The following is a summary of the proposed settlement agreement between Defendants, the named Plaintiffs, and the class. **If accepted by the Court, the terms of this settlement will be binding upon you and all other class members and you will have no further claims or causes of action against the defendants for any claim asserted or which could have been asserted in this lawsuit.** The full text of the complaint, proposed settlement agreement, and other legal documents are on file with the Court and are available for inspection at the office of the Clerk of Court, U.S. Courthouse, 310 New Bern Avenue, Raleigh, NC 27601.

7. Proposed Settlement Terms

The Settlement Agreement provides for defendants to pay a total of \$6,950.00 into a settlement fund to be administered by an independent third-party claims administrator. Persons eligible to receive damages under the Settlement Agreement are class/collective action members who opt into the action prior to the date falling 120 days after the day this Notice is mailed to them. Claims may be made only by signing an opt-in form which is faxed, postmarked, e-mailed, or provided in-person to Class Counsel or the Settlement Administrator, along with a copy of the class member's valid identification card or document, on or before 120 days after the date on which this Notice is mailed to class members. Each class member who files a valid claim will receive \$50.00. The amount of the settlement fund that is unclaimed after 120 days

following the date on which this Notice is mailed to class members will be returned to the Defendants.

A. Consideration to Named Plaintiffs.

The Settlement Agreement provides for Defendants to pay a total of \$50,000.00 to the named plaintiffs, to be allocated among them as they may decide according to the damages that each of the named plaintiffs allegedly suffered.

B. Settlement Fund Distribution and Settlement Administration

Defendants will pay the expenses of administration of the Settlement. Money paid to anyone under the settlement shall be paid in the form of U.S. checks, except to any class member residing outside of the U.S., in which case they shall be sent to the class member via wire transfer, with the cost of the wire transfer being deducted from the payment due each such class member. If the class member has an overseas bank account, the wire transfer shall be sent through a bank-to-bank transfer. If the class member does not have a bank account, Plaintiffs' counsel shall consult with the Settlement Administrator to determine the most economical manner to wire the money to that person.

C. Taxes, Withholdings, and Reporting.

No taxes or withholdings shall be made from the payments made to the class members. Class members may receive W-2s or 1099-MISC forms, as appropriate, for damages received.

D. Attorneys' Fees and Costs.

Defendants will pay to the Class Counsel a total amount of \$40,000.00 as attorney's fees and costs. Defendants will have no further liability to plaintiffs' counsel for attorney's fees or any of the costs or expenses associated with the Settlement.

E. Release.

Upon receipt of the payments required by the Settlement Agreement, the Plaintiffs and Class members will give up their claims against the Defendants. They will forever settle, compromise, resolve, release, waive, discharge and terminate claims, grievances, charges, complaints, demands, damages, costs, expenses (including attorneys' fees and costs), or causes of action which were alleged or could have been alleged arising out of the transactions and occurrences that are the subject matter of the above-referenced action, regardless of whether such claims arise under federal, state or local law or common law, including claims under the Age Discrimination in Employment Act of 1967 and all amendments. Released Claims do not include any claim for worker's compensation benefits or any rights or claims which may arise after the date the Settlement Agreement was executed.

F. Stipulation of Voluntary Dismissal With Prejudice.

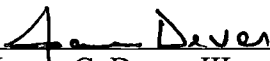
This Action shall be dismissed, with prejudice and without costs, within 90 days after the later of 1) final approval of the Settlement Agreement by the Court, or 2) the date on which Defendants have made all of the payments required by this Settlement Agreement.

9. You May Object to the Proposed Settlement Agreement.

If you are not satisfied with the proposed settlement that is described in this Notice, you may object to its final approval by the Court by making your objection by sending a copy of your written objection by mail or by fax, on or before the date falling 30 days after the mailing of this notice, addressed to Class Counsel.

You may also object to final approval of the settlement by the Court by appearing in person before the Court for a hearing to be held at 10:06 o'clock on July 11, 2017, in Courtroom # 1 in the U.S. Courthouse, 310 New Bern Avenue, Raleigh, NC 27601, where a United States District Court Judge will consider the request of the Plaintiffs and Defendants that the terms of the proposed settlement described above be approved by the Court.

Filing an objection does not guarantee that the proposed settlement will not be given final approval by the Court with or without a hearing. If, however, objections are not made by the conclusion of the hearing on July 11, 2017, any proposed settlement or final Order will automatically become final and binding on you to the extent allowed by law. If any proposed settlement or Order becomes final, you and all other class members will be legally bound by its terms to the full extent allowed by the law.



Hon. James C. Dever, III
Chief United States District Judge

DATE OF THIS NOTICE: 2/19/17

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CONSENT TO SUE / CLAIM FORM

I, _____, hereby consent to be a party to the above-captioned lawsuit under 29 U.S.C. § 216(b) and hereby claim any payment of damages to which I am entitled.

Printed Name

Signature

Date

Date of Birth