

Notice ID: <<Secondary_ID>>
Name: <<Full Name>>

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
CIVIL CASE NO: 5:22-cv-491-BO-RN

**LOPEZ LOPEZ AND FLORES LOZANO V. LEE AND SONS FARMS CLASS
ACTION:
NOTICE TO CLASS MEMBERS OF PROPOSED SETTLEMENT AND
OPPORTUNITY TO OBJECT AND/OR WITHDRAW**

1. Why did I get this Notice?

This Notice is being sent to you to tell you about a class action lawsuit now pending in United States District Court of the Eastern District of North Carolina, United States. **You are or may be a member of this Class because the Lee and Sons Farms records show you worked for them as an H-2A worker at some point between April 2020 and December 2022.** This Notice will tell you how your rights may be affected by this lawsuit.

The Court authorized the plaintiffs' lawyers to send you this Notice because you have a right to know about a proposed settlement for the class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement the Settlement Administrator will make payments to Class Members according to the Settlement Agreement.

2. What Is This Lawsuit About?

This lawsuit was filed by Cristóbal López López and Gilberto Flores Lozano, called the Plaintiffs. They brought the lawsuit against Tony D. Lee, Tony "Cameron" Lee, and Clint Lee, all doing business as Lee and Sons Farms, referred to as "the Lee Defendants" throughout this Notice.

Plaintiffs filed this lawsuit against the Lee Defendants, claiming that the Lee Defendants violated the Fair Labor Standards Act (FLSA) and the North Carolina Wage and Hour Act (NCWHA), and breached their contracts with their employees. Plaintiffs claim that the Lee Defendants did not pay the required H-2A wage, known as the Adverse Effect Wage Rate or AEWR, to their H-2A employees when those workers were paid a piece rate for part or all of a workweek or workweeks. Plaintiffs also claim that the Lee Defendants did not pay all wages when due and breached their contracts by not reimbursing H-2A workers for their visa and travel expenses in the first workweek and by charging them for a meal plan. Plaintiffs also say the Lee Defendants breached their contracts by not providing them with access to a kitchen to cook their meals.

Plaintiffs also filed their claims against Boykin Farms, Willie Boykin, Rhodes Farming and Matthew Rhodes, but the class action and the settlement do not include those defendants or anyone who was directly employed by them.

3. Information About the Classes and Subclasses:

In a class action, one or more people called Class Representatives (in this case, Cristóbal Lopez Lopez and Gilberto Flores Lozano), sued on behalf of people who have similar claims against the same defendants and the claims can be resolved for all the Class Members, except for those who exclude themselves from the Classes.

The Court has recently decided that this case qualifies as a class action lawsuit. This means that everyone who meets the Class and Subclass definitions will be included in the lawsuit unless they exclude themselves as described below. The Classes and Subclasses are defined as:

2020 Contract Class: All individuals who worked directly for Lee and Sons pursuant to the April 2020 H-2A Contract.

2021 Contract Class: All individuals who worked directly for Lee and Sons pursuant to the April 2021 H-2A Contract.

NCWHA Class: All individuals who were directly employed by Lee and Sons on an H-2A visa at any time between December 2, 2020 and December 31, 2022 and who were not paid the promised wage for one or more workweeks.

You may also be a member of one or more of the Subclasses of the NCWHA Class, defined as follows:

Piece-Rate Subclass: All NCWHA Class members who were paid by the piece which resulted in pay below the promised wage for one or more workweek.

Reimbursement Subclass: All NCWHA Class Members who worked in 2021 and were paid less than the promised wage in the first workweek because they were not reimbursed for their inbound transportation expenses in their first paycheck.

Meal plan Subclass: All NCWHA Class Members who were required to purchase a weekly meal plan which brought their weekly pay below the promised wage.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Lee Defendants. Instead of having a trial, both sides agreed to this settlement which allows them to avoid the costs of trial and the uncertainty. It also allows the Class Members to get compensation for the alleged legal violations. The Class Representatives and the attorneys for both sides think the settlement is fair for all members of the Classes and Subclasses and for the Lee Defendants.

5. What does the settlement provide?

The Lee Defendants have agreed to pay \$305,000 into a Settlement Fund to be divided among the Class and Subclass members, provide incentive payments to the Class Representatives and three individuals who previously joined in the FLSA claims as opt-ins, pay individual damages to Cristóbal Lopez Lopez and Gilberto Flores Lozano for claims they brought on behalf of themselves as individuals and pay Class Counsel's fees and costs. It also provides for a Consent Order, which is a court order requiring the Lee Defendants to do certain things for the next two years.

6. How much will my payment be?

Your share of the Settlement Fund will depend on which seasons you worked, whether you were ever paid on a piece rate basis, and what your reimbursement payment was in 2021. The payment calculations are based on estimates done by an expert because Lee and Sons did not have all the records needed to calculate actual amounts due.

For the 2020 Contract Class members, your payment will be 95% of the amount you are owed based on being paid a piece rate that was less than the AEWR. The amount that will be paid to you is based on the expert's calculations.

For the Piece-Rate Subclass members, your payment will be 95% of the amount you are owed based on being paid a piece rate that was less than the AEWR in 2021 and/or 2022. The amount that will be paid to you is based on the expert's calculations.

For the Reimbursement Subclass, your payment will be 65% of the amount you should have been reimbursed for in the first workweek for your inbound travel and visa expenses in 2021 unless you were actually reimbursed in the first workweek.

There are no payments being allocated to the 2021 Contract Class or the Meal Plan Subclass.

If there is still money remaining in the Settlement Fund one year after the settlement receives final court approval, the remaining money will be distributed to

the class members who received a first payment, proportionally to what they are each still owed.

Class Counsel will also ask the Court to approve service awards of \$5,000 each to the two Class Representatives for their services as Class Representatives and of \$300 to each of the three opt-in Plaintiffs who assisted with this case by responding to discovery requests.

To find out exactly how much your payment will be before taxes, contact Class Counsel (contact information at the end of the Notice) or the Settlement Administrator by email at LeeAndSonsFarmsSettlementNC@atticusadmin.com or by WhatsApp at +1 (612) 205-1767, or Toll-Free at +1 (800) 941-9106. Required tax withholdings from any portion paid to you as W-2 wages will be withheld and paid to the appropriate taxing agency.

7. How can I get a payment?

To receive your payment you will need to provide your current address to the Settlement Administrator and a form of identification, such as a Mexican voter identification card or Mexican passport. If you want to receive your money as a bank wire transfer you will need to provide details about your bank account. Visit the website at <https://www.LeeAndSonsFarmsSettlementNC.com> to provide this information, or reach out to Class Counsel for assistance. Contact information is at the end of notice.

8. When will I get my payment?

The Court will hold a hearing on March 16, 2026 at 2:00 p.m. to decide whether to approve this settlement. If Judge Boyle approves the settlement and that decision is not challenged in court, the Settlement Administrator will begin sending payments within 30 days after the Settlement approval is final.

9. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself from the Class (this term is used to refer to all of the Classes and Subclasses), you are staying in the Class, and that means you may be entitled to a payment from the settlement, but it also means that you can't sue, continue to sue, or be part of any other lawsuit against Tony D. Lee, Tony Cameron Lee, Clint Lee or Lee and Sons Farms about the legal issues in this case or any other issues that happened between December 2, 2020 and December 31, 2022. It also means the Court's orders in this case will apply to you and bind you.

If you do not want to get a payment from this Settlement and you do not want to give up your claims against the Lee Defendants, then you must take steps to

remove yourself from the Class. This is called excluding yourself or opting out of the Class Settlement.

10. How do I get out of the settlement?

If you do not wish to participate in the settlement, you must inform the Class Counsel in writing by letter, postcard or WhatsApp message. Your letter or postcard must be postmarked no later than February 23, 2026. Your WhatsApp message must be received by March 9, 2026. It must state your name and address. It must state that you do not want to be a Class Member in this lawsuit and it must be signed by you. The letter or postcard must be mailed or faxed to Class Counsel at the address or fax number set out below or sent via WhatsApp to (919) 909-0580.

Class Counsel – Lee and Sons
NC Justice Center
P.O. Box 28068
Raleigh, NC 27611
1-866-415-1389 (from the U.S.)
001-866-237-6066 (from Mexico)
(919) 909-0580 (WhatsApp)
919-856-2175 (fax)

If you opt out of this Class Settlement, you will not get any money under the settlement and will not be bound by the settlement. However, you will then have the right to file your own individual lawsuit against the Lee Defendants if you want to pursue your claims. Lawsuits are subject to being dismissed if claims are not filed within applicable time limits. If you exclude yourself from this action, those time limits will start running again.

Any member of the Class who does not timely exercise the right to be excluded will be included in the class lawsuit and will be bound by any judgment in this lawsuit, favorable or unfavorable.

11. Who are the attorneys for the Class?

The attorneys who represent you are called the “Class Counsel.” The attorneys are:

Carol Brooke and Clermont Ripley
North Carolina Justice Center
P.O. Box 28068
Raleigh, North Carolina 27611
1-866-415-1389 (toll free number from U.S.)

001-866-237-6066 (toll free number from Mexico)
(919) 909-0580 (WhatsApp)
(919) 856-2175 (fax)

Jonathan Wall
Higgins Benjamin, PLLC
301 N. Elm St., Suite 800
Greensboro, NC 27401
(336) 273-1600
(336) 274-4650 (fax)

Anyone with questions about this lawsuit may contact the Class Counsel at 1-866-415-1389 (from the U.S.) or 1-866-237-6066 (from Mexico), or via WhatsApp at (919) 909-0580. We speak Spanish.

12. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of attorney's fees and their out-of-pocket expenses. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. The Court may award less than the Class Counsel request.

You will not be required to pay any fee for services provided by the Class Counsel.

13. How do I tell the Court that I don't like the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

You can ask the Court to deny approval by making an objection, but you can't ask the Court to order a different settlement. The Court can only approve or reject the proposed Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue.

To object, you must send a letter or WhatsApp message saying that you object to the Lopez Lopez and Flores Lozano v. Lee and Sons Farms Settlement. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement. Mail or fax the objection to the address below postmarked no later than February 23, 2026 or send via WhatsApp to the number below no later than March 9, 2026:

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NC Justice Center
P.O. Box 28068
Raleigh, NC 27611
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(919) 909-0580 (WhatsApp)
919-856-2175 (fax)

You may also object by attending the Court's Fairness Hearing described below.

Objecting is different than excluding. Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself is telling the Court that you don't want to be part of the class and if you exclude yourself you have no right to object because the case no longer affects you.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **2:00 p.m.** on March 16, 2026, at the United States District Court for the Eastern District of North Carolina, Western Division, located at 306 East Main Street, Elizabeth City, NC 27909. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Boyle will listen to people who attend the hearing in order to object. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

You do not need to come to the hearing. Class Counsel will represent the Class at the hearing and answer any questions Judge Boyle may have. But you are welcome to come at your own expense if you would like to object. If you send in an objection in writing as described above you do not need to attend in order to object. You may also pay your own lawyer to attend, but it's not necessary.

15. What happens if I do nothing at all?

If you do nothing, you will be included in the Settlement and you will agree to the Release of Claims, meaning you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Lee Defendants about the legal issues in this case, ever again. You will be eligible for a payment if the settlement is approved and you are owed a Settlement payment.

16. How do I get more information?

This Notice summarizes the settlement but if you would like to read the entire Settlement Agreement you can request it from Class Counsel. You may also contact Class Counsel with any other questions or to request contact information for the Settlement Administrator.

Class Counsel – Lee and Sons

NC Justice Center

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