

Nieves v. Monsanto Co., Case No. 3:17CV50188
In the United States District Court for the Northern District of Illinois

**NOTICE OF PROPOSED SETTLEMENT OF CLAIMS,
SETTLEMENT HEARING, AND OBJECTION PROCEDURE**

IMPORTANT NOTICE

This Notice informs you of the key terms of a proposed settlement of class litigation. It contains important information regarding your right to participate in the settlement, to receive any recovery from the settlement, or to object to the settlement.

I. INTRODUCTION

Pursuant to the Order of the United States District Court for the Northern District of Illinois on August 3, 2020, you are hereby notified as follows: A Settlement Agreement (“Agreement”) has been reached between Plaintiff and Monsanto Company (“Defendant” or “Monsanto”), in *Nieves v. Monsanto Co.*, Case No. 3:17CV50188 (the “Matter”), on behalf of persons who were recruited and employed by Farm Labor Contractor Benito Vasquez (also known as B&F Detasseling), and who performed corn detasseling, rouging, and/or related work on farms owned or otherwise controlled by Defendant in Illinois between 2011 and 2015.

You have received this Notice because you are reasonably believed to be part of the class described above. This Notice is designed to advise you of your rights regarding the proposed settlement.

Procedural and Factual Background

There is currently a pending class action lawsuit alleging that Defendant violated the Migrant and Seasonal Agricultural Worker Protection Act and breached its contracts with persons who were recruited and employed by Farm Labor Contractor Benito Vasquez and who performed corn detasseling, rouging, and/or related work on farms owned or otherwise controlled by Defendant in Illinois between 2011 and 2015. The lawsuit seeks various types of damages, including lost wages, statutory damages, attorneys’ fees, expenses, and costs.

Plaintiff and Defendant engaged in settlement discussions with the assistance of the Honorable Magistrate Judge Iain D. Johnston. As a result of these discussions, the parties reached this Agreement to settle the Matter based on the following terms:

- A. Each class member who files an appropriately completed Claim Form on or before December 31, 2020, shall receive a payment of \$275 for each year between 2011 and 2015 in which he or she was recruited and employed by Farm Labor Contractor Benito Vasquez and performed corn detasseling, rouging, and/or related work on farms owned or otherwise controlled by Defendant in Illinois, subject to recalculation as follows: If the total claims submitted

would result in a total payment of less than \$79,750 (the “Settlement Amount”), any remaining amount shall be divided evenly among the Claimants who submit valid and timely claims, up to a maximum payment to any single Claimant of \$500 per year in which that Claimant was recruited and employed by Vasquez and performed corn detasseling, rouging, and/or related work on farms owned or otherwise controlled by Defendant in Illinois between 2011 and 2015. After making these adjustments, any remainder of the Settlement Amount shall be paid for the Association of Farmworker Opportunity Programs. Under no circumstances may the total payments to class members exceed the Settlement Amount;

- B. A service award payment of \$3,000 shall be paid to the named Plaintiff Armando Nieves and co-Plaintiff Roberto Perez-Perez; and
- C. Payment to Class Counsel of \$32,500 representing costs, expenses, and attorneys’ fees.

Plaintiff and Defendant have entered into the Agreement, which was given preliminary approval by the Court on August 3, 2020 [date of order granting preliminary approval] (“Preliminary Approval Order”).

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims in the litigation. Defendant contends that it complied with applicable federal and state law at all times. By entering into the Agreement, Defendant does not admit any liability or wrongdoing and expressly denies the same; it is expressly understood and agreed that the Agreement is being entered into by Defendant solely for the purpose of avoiding the costs and disruption of ongoing litigation and to settle all outstanding claims.

Please review the Summary of Settlement below to understand how you may benefit and be affected by the Settlement.

II. SUMMARY OF THE SETTLEMENT

A. Settlement Payments

In consideration for settlement and the release discussed below, Defendant has agreed to make a payment to eligible class members as described above.

B. Right to Opt-Out of Settlement

If you do not wish to be bound by the settlement, you must provide written notice to Class Counsel at the address shown below of your desire to opt-out. To be timely, your opt-out notice must be postmarked by December 31, 2020 [150 days after date of order granting preliminary approval] and must be received by Class Counsel by January 30, 2021 [180 days after date of order granting preliminary approval]. You may wish to use certified mail in order to prove the date your opt-out notice was mailed and received.

C. Release

If you do not timely opt-out of the settlement (regardless of whether you choose to complete a Claim Form and participate in the settlement), you will release and forever discharge: (i) Defendant and its parents, subsidiaries, and affiliates, as well as their officers, directors, employees, agents, employee benefit plans and their fiduciaries, and their successors and assigns (“Monsanto Released Parties”); and (ii) Benito Vasquez, B&F Detasseling, and their parents, subsidiaries, and affiliates, as well as their officers, directors, employees, agents, employee benefit plans and their fiduciaries, and their successors and assigns, from any and all claims, demands, rights, liabilities, and causes of action of any kind or nature, known or unknown, that relate to work performed by Class Member for the Monsanto Released Parties or that relate to work performed by Class Member on property owned, leased, or otherwise controlled by the Monsanto Released Parties, which arose during the period of time covered by the Complaint, including but not limited to claims for breach of contract, claims arising under the Migrant and Seasonal Agricultural Worker Protection Act and claims for unpaid compensation, wages, overtime, and statutory penalties under any federal, state, or local statutory or common law that were raised in the Complaint; provided, however, that this Release does not include claims for exposure to Roundup or to claims that are not legally waivable (such as claims for work-related injuries that are covered by workers’ compensation).

D. Attorneys’ Fees

Class Counsel has moved the Court to approve an award for attorneys’ fees, expenses, and costs to Class Counsel equal to \$32,500.00 to be paid by Defendant. The Court will make a final determination on the reasonableness of this application during the Final Approval Hearing scheduled for 9:45 a.m. on April 30, 2021 [date set by Court for hearing].

III. OBJECTION TO SETTLEMENT

You can object to the terms of the settlement before final approval. To object, you must file a written objection with the Court by mailing your objection and a notice of intention to appear at the Final Approval Hearing to the Clerk of the Court, United States District Court for the Northern District of Illinois, Western Division, 327 S Church St, Rockford, IL 61101 [address that Court sets for hearing].

Any written objections shall state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name and address. To be valid and effective, any objections to the approval of the settlement must be filed with the Court. You may also send a copy of your objections to Class Counsel and Defendant’s counsel at the following addresses:

Patricia Kakalec
Kakalec Law PLLC
195 Montague Street, 14th Floor
Brooklyn, NY 11201
Counsel for Plaintiffs

Clifford A. Godiner
Laura M. Jordan
Thompson Coburn LLP
One US Bank Plaza, Suite 2700
St. Louis, MO 63101
Attorneys for Defendant

DO NOT TELEPHONE THE COURT.

If you file an objection to the terms of this settlement, you must enter an appearance individually or through your own attorney. The Objection and Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than April 10, 2021 [20 days before Final Approval Hearing]. You will be solely responsible for the fees and costs of your own attorney.

OBJECTING TO THE SETTLEMENT DOES NOT CONSTITUTE OPTING OUT OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT AND YOU WISH TO OPT-OUT OF THE SETTLEMENT, YOU MUST STATE YOUR DESIRE TO OPT-OUT IN YOUR OBJECTION.

IV. PAYMENT TO CLAIMANTS

To receive payment under the settlement, you must fully and timely complete and execute an unaltered Claim Form which appears at the end of this Notice. To be timely, the Claim Form must be postmarked by December 31, 2020 [150 days after date of order granting preliminary approval] and must be received by Class Counsel by January 30, 2021 [180 days after date of order granting preliminary approval]. It is suggested that you use certified mail in order to prove the date these documents were mailed and received. If you timely return a completed, executed, and unaltered Claim Form, and your right to participate is verified, your settlement distribution will be mailed to you shortly after final Court approval, assuming final Court approval of this settlement, and assuming all rights to appeals, or appeals actually filed, are exhausted at that time. If such appeals are not exhausted, payment shall be made shortly after the exhaustion of all such appeals.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing on April 30, 2021 at 9:45 a.m. [date and time selected by Court for Final Approval Hearing] at the United States District Court, Western Division, 327 S Church St, Rockford, IL 61101 [address that Court sets for hearing], to determine whether the settlement should be finally approved as fair, reasonable, and adequate.

The hearing may be continued without further notice to the settlement class. **It is not necessary for you to appear at this hearing unless you have timely filed an objection with the Court and wish to be heard in support of your objection.**

VI. ADDRESS CHANGES

It is your responsibility to inform Class Counsel of your correct address. Please sign and mail any change of address along with your former address and new address to:

Patricia Kakalec
Kakalec Law PLLC
195 Montague Street, 14th Floor
Brooklyn, NY 11201
Counsel for Plaintiffs

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement or to ask any questions, you may contact Class Counsel Patricia Kakalec at (212) 705-8730 or patricia@kakaleclaw.com or request that Class Counsel provide you with a copy of the full "Settlement Agreement and Release."

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE UNITED STATES DISTRICT COURT.

 |S|
United States District Court Judge

Date: August 3, 2020