

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into by and between Plaintiff Shelene Jean-Louis ("Plaintiff" or "Jean-Louis"), individually, and in her representative capacity on behalf of all others similarly situated on the one hand, and Defendants Howard Leasing, Inc., Howard Leasing III, Inc., Clear Springs Farming LLC, Florida Gold Citrus, Inc. and Jack Green, Jr. ("Defendants") on the other hand. Jean-Louis and Defendants will be collectively referred to as "Parties."

RECITALS

- A. **WHEREAS** on or about December 6, 2013, Jean-Louis filed a class action Complaint in the United States District Court for the Middle District of Florida, case number 8:13-cv-3084-T-30AEP, titled *Shelene Jean-Louis and Judes Petit Frere v. Clear Springs Farming LLC, et al.*, ("Action") in which she stated claims for violation of Title VII, 42 U.S.C. Section 1981, 42 U.S.C. Section 2000e *et seq.* and the Florida Civil Rights Act on behalf of herself and all other similarly situated individuals;
- B. **WHEREAS** on July 1, 2014, Judge Moody of the United States District Court for the Middle District of Florida certified a class action defined as follows:
- any and all black/Haitian/Afro-Haitian/African American seasonable agricultural employees or farm-workers of Defendants who applied to and/or were hired by Defendants on or about March 19, 2012 for a specific crew with the group designation of C13 for a six (6) week period during the 2012 Florida harvesting season and not provided any work by Defendants on the basis of their race, color, and/or national origin;**
- C. **WHEREAS** this case was set for trial on December 12, 2016, with an estimated length of 8-10 days;
- D. **WHEREAS** on December 6, 2016, the Court entered an Order decertifying the class. *Jean-Louis v. Clear Springs Farming LLC, et al.*, 2016 U.S. Dist. LEXIS 168262, (M.D. Fla. 2016);
- E. **WHEREAS** the Parties engaged in arms-length negotiations, and on December 7, 2016, the Parties participated in an all-day mediation conducted by certified mediator Edward O. Savitz. With the assistance of Mr. Savitz, a settlement was reached, which is embodied in this Agreement;
- F. **WHEREAS** Defendants generally and specifically deny the allegations in the Complaint and Amended Complaint and that Jean-Louis or the putative class has been damaged in any sum whatsoever, and that Jean-Louis or the putative class are entitled to any relief;

- G. **WHEREAS** although Defendants specifically deny any and all wrongdoing whatsoever, the Parties recognize and agree that it is in their mutual best interests to resolve their differences as set forth herein. The Parties also recognize and agree that the releases set forth below represent the Parties' compromise of disputed matters in order to avoid the further disruption and expense of the Action;
- H. **WHEREAS** the Parties wish to fully, finally, and completely resolve all claims asserted in the Complaint or Amended Complaint, including Jean-Louis and putative class members' right to be compensated for such claims;
- I. **NOW, THEREFORE**, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Plaintiff Shelene Jean-Louis, the Settlement Class, and Defendants, themselves and through their undersigned counsel, agree to settle the Action, subject to Court approval, under the following terms and conditions:

1. DEFINITIONS

In addition to the terms defined above, the below-listed terms shall be defined for purposes of this Agreement. Some of the definitions in this section use terms that are defined later in the section.

1.1. "Agreement" means this Settlement Agreement and Release, including all exhibits hereto.

1.2. "Claims Administrator" means or refers to the professional claims administrator, to be chosen by the Parties to effectuate the Settlement.

1.3. "Class" or "Class Members" means "any and all black/Haitian/Afro-Haitian/African American seasonable agricultural employees or farm-workers of Defendants who applied to and/or were hired by Defendants on or about March 19, 2012 for a specific crew with the group designation of C13 for a six (6) week period during the 2012 Florida harvesting season and not provided any work by Defendants allegedly on the basis of their race, color, and/or national origin."

1.4. **“Class Representative”** means Plaintiff Shelene Jean-Louis in her representative capacity on behalf of the Class.

1.5. **“Class Counsel”** means:

Ryan Barack
KWALL BARACK NADEAU PLLC
133 N. Fort Harrison Ave.
Clearwater, FL 33755

Bradley Rothman
WELDON & ROTHMAN, PL
7935 Airport-Pulling Road N., Suite 205
Naples, FL 34109

1.6. **“Court”** means the United States District Court of the Middle District of Florida.

1.7. **“Common Fund”** means a fund formed solely for purposes of effectuating this Agreement. The Common Fund will consist of Three Hundred Sixty Thousand Dollars (\$360,000.00) which payment is not to be considered back pay since Plaintiff and the Settlement Class Members were never employees of Defendants and is to be used solely to compensate Plaintiff and the Settlement Class Members for alleged emotional distress and attorneys’ fees, and costs, which shall be funded as follows: \$350,000 will be contributed from Clear Springs Farming, LLC, Howard Leasing, Inc., and Howard Leasing III, Inc., through their insurer Zurich American Insurance Company, and \$10,000 will be contributed from Florida Gold Citrus on behalf of itself and Jack Green, Jr.. The Common Fund shall constitute the sole source of funds available to compensate Class Members and their Counsel. The Common Fund shall be paid on a pro rata basis to Class Members within ninety (90) days of the Final Effective Settlement Date, as well as pay Class Counsel’s approved attorney’s fees and costs. The Common Fund shall be administered by the Claims Administrator, and the Claims Administrator’s fee shall be paid from the Common Fund. Any funds remaining in the Common Fund at the conclusion of the claims admission process, including payment to the Claims Administrator, shall be converted into a cy pres trust which shall be established by the Claims Administrator for the benefit of a recognized non-profit entity focused on farmworker justice issues.

1.8. **“Defendants”** mean Clear Springs Farming, LLC; Jack Green, Jr.; Florida Gold Citrus, Inc.; Howard Leasing, Inc.; and Howard Leasing III, Inc.

1.9. **“Defendants’ Counsel”** means:

For Clear Springs LLC:
Amy M. Darby
GORDON REES SCULLY & MANSUKHANI
400 N. Tampa St., Suite 2800

Tampa, FL 33602

For Jack Green, Jr. and Florida Gold Citrus, Inc.:

K.C. Bouchillon, Esq.
Saunders Law Group
P.O. Box 1279
Bartow, FL 33831

For Howard Leasing, Inc. and Howard Leasing III, Inc.:

Brian D. Rubenstein, Esquire
Cole, Scott & Kissane, P.A.
4301 West Boy Scout Boulevard, Suite 400
Tampa, Florida 33607

1.10. "Fairness Hearing" means the hearing at or after which the Court will make a final decision whether to approve this Agreement as fair, reasonable and adequate.

1.11. "Final Approval Order" means the Order finally certifying the Class for settlement purposes only and approving the settlement and this Agreement, as contemplated in Section 3.8 of this Agreement.

1.12. "Final Effective Settlement Date" shall be (a) the date thirty-five (35) days after the entry of the Final Approval Order, if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain review has been initiated, the date thirty-five (35) days after such appeal or other review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for rehearing en banc, petition for writ of certiorari, or otherwise.

1.13. "Incentive Award" means any additional award to the Class Representative for undertaking the risk of representing the Class, which is subject to Court approval.

1.14. "Notice Date" means fourteen (14) calendar days after entry of the "Preliminary Approval Order."

1.15. "Notice of Intent to Appear" means written notice to the Court by a class member seeking to object to the settlement.

1.16. "Full Class Notice" means the legal notice of the terms of the proposed Settlement, as approved by Plaintiff's Counsel, Defendants' Counsel, and the Court and posted on the settlement website pursuant to Section 3.2 of this Agreement. The Full Class Notice shall be substantially in the form attached as **Exhibit A** hereto.

1.17. "Preliminary Approval Order" means the order: (1) provisionally certifying the Class for settlement purposes only; (2) determining that Plaintiff adequately represents the Class and shall be its class representative; (3) appointing Plaintiff's Counsel as counsel for the Class;

(4) approving the method of notice; and (5) setting a date for the Fairness Hearing, as contemplated in Sections 2.1 and 3.1 of this Agreement.

1.18. "Settlement" means the settlement of the Action and related claims effectuated by this Agreement.

1.19. "Settlement Class" means those persons who are members of the Class who have not properly and timely opted out of the Settlement.

1.20. "Settlement Class Member" means any person who is included in the Settlement Class.

1.21. "Opt-Out Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion Must be filed in writing with the Claims Administrator in accordance with Section 3.7 of this Agreement in order for a Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be no later than sixty (60) days after the Notice Date.

1.22. "Final List" means the list of all Settlement Class members who, pursuant to the procedures outlined in Section 3.7 of this Agreement, have timely and validly excluded themselves as part of the Settlement Class or a part of Plaintiff's Motion for Final Approval of the Settlement as set forth in Section 3.8 of this Agreement.

2. SETTLEMENT TERMS

2.1. Certification of the Class.

(a) For the purposes of Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be provisionally certified pursuant to F.R.C.P. 23(b)(3) in accordance with the definition contained in Section 1.3, that Plaintiff shall represent the Class for settlement purposes and shall be the Class Representative, and that Plaintiff's Counsel shall be appointed as counsel for the Class.

(b) Plaintiff shall apply to the Court for entry of the Preliminary Approval Order, as provided in Section 3.1 of this Agreement.

2.2. Common Fund for Class. Within seven (7) days of receiving notice that the Claims Administrator has set up the requirements for the Common Fund, Defendants or any insurer or other entity on their behalf, shall deposit Three Hundred and Sixty Thousand dollars (\$360,000.00) into the Common Fund, which payment is not to be considered back pay since Plaintiff and the Settlement Class Members were never employees of Defendants and is to be used solely to compensate Plaintiff and the Settlement Class Members for alleged emotional distress and attorneys' fees and costs, with Clear Springs Farming LLC, Howard Leasing, Inc., and Howard Leasing III, Inc. contributing \$350,000, through their insurer Zurich American

Insurance Company, and Florida Gold Citrus contributing \$10,000. The Common Fund shall constitute the sole source of funds available to compensate Class Members and pay Class Counsel approved attorney's fees and and costs pay the fee of the Claims Administrator. The Common Fund shall be administered by the Claims Administrator. On the Final Effective Settlement Date, the Common Fund will become available to pay Court approved attorney's fees and to compensate Class Members and to pay the Claims Administrator. In the event that the Agreement does not obtain Final Judicial Approval, the Common Fund shall be remitted back to Defendants according to their respective contributions.

2.3. Attorney's Fees and Expenses. Prior to the Fairness Hearing, Class Counsel shall apply to the Court for an award of attorney's fees incurred in prosecuting this Action on behalf of Plaintiff and the Class of one third of the Common Fund (One Hundred Twenty Thousand dollars (\$120,000.00))and costs.. Defendant agrees not to object to Class Counsel's request for this award of attorney's fees and costs. Any Court approved attorney's fees and costs will be paid from the Common Fund within fifteen (15) calendar days of the Final Effective Settlement Date. Class Counsel agrees that if a portion of fees requested are not approved by the Court, then Class Counsel will proceed with this settlement and seek only the fees that have been approved.

2.4. Incentive Award to Plaintiff. The Parties agree that Class Representative shall be entitled to an incentive award of Fifteen Thousand dollars (\$15,000.00) in recognition of the risk to her as the Class Representative in commencing the Action, both financial and otherwise, and the amount of time and effort spent by Plaintiff as the Class Representative. This award shall be payable from the Common Fund. This amount was determined to be appropriate only after an agreement had been reached on all Class Settlement terms. The Parties agree that Class Representative will request an incentive award of no more than Fifteen Thousand dollars (\$15,000.00), to which Defendants will not object, to be approved by the Court. Accordingly, in the event this Agreement receives a Final Approval Order, and this Incentive Award is approved by the Court, such proceeds will be payable to Shelene Jean-Louis out of the Common Fund. The Class Representative agrees that if a portion of the incentive award requested is not approved by the Court, then Class Representative will proceed with this settlement and seek only the Incentive Award that is provided by the Court.

2.5. Claims Administrator Expenses. Prior to the Fairness hearing, the Parties shall submit to the Court proof of the amount of all costs associated incurred by the Claims Administrator in processing providing Notice and processing Requests for Exclusion and disbursement of Funds from the Common Fund. Any Court approved claims administration expenses will be paid from the Common Fund within fifteen (15) calendar days of the Final Effective Settlement Date.

3. CLASS SETTLEMENT PROCEDURES

3.1. Settlement Approval. As soon as practicable after the signing of this Agreement, the Parties shall jointly prepare and file an application seeking the following orders from the Court: (1) certifying the Class, as defined in Section 1.3, pursuant to F.R.C.P. 23(b)(3)

for purposes of settlement; (3) approving the form, manner, and content of the Class Notice as described in Section 3.2; (4) setting the date and time of the Fairness Hearing; (5) appointing Plaintiff as Class Representative for settlement purposes only; and (6) appointing Class Counsel for settlement purposes only.

3.2. Full Class Notice. Subject to Court approval as provided in Section 3.1, the Parties agree that no later than thirty (30) calendar days after entry of the Preliminary Approval Order, the Class Administrator will provide the Class with notice of the proposed settlement to be published by the following methods:

- (a) **Direct Mail.** Starting no later than thirty (30) calendar days after entry of the Preliminary Approval Order, the Claims Administrator will send written notice via U.S. Mail to all Class Members. The written notice will be substantially similar to the Class Notice form attached hereto as **Exhibit A**, including instructions on how to access settlement materials.
- (b) **Internet Posting.** Starting no later than thirty (30) days after the entry of the Preliminary Approval Order, the Claims Administrator or Class Counsel will set up an Internet based website and post the Class Notice (substantially similar to **Exhibit A**). The website will be active until funds have been distributed.

3.3. Proof of Notice. No later than fifteen (15) days before the Fairness Hearing, Plaintiff will file with the Court and serve upon Defendants' Counsel a declaration confirming that the Class Notice has been provided in accordance with Section 3.2 of this Agreement.

3.4. Objections. Any Class Member who wishes to object to the Settlement must file a signed, written objection with the Court and serve copies on the Claims Administrator, no later than sixty (60) calendar days following the Notice Date (or other date required by the Court). Written objections must set forth the following:

- i. the name of this Action ("*Shelene Jean-Louis v. Clear Springs Farming, LLC, et al.*");
- ii. the full name, address, and telephone number of the person objecting;
- iii. the word "Objection" at the top of the document; and
- iv. in clear and concise terms, the legal and factual arguments supporting the objection.

Class Members who fail to make objections in this manner will be deemed to have waived any objections and will be foreclosed from making any objections, whether by a subsequent objection, intervention, appeal, or any other process. Unless otherwise permitted by the Court, Class Members shall not be entitled to speak at the Fairness Hearing unless they have filed and served a timely written objection and notice of intention to appear pursuant to paragraph 3.4.

3.5. Intention to Appear at Fairness Hearing. Any Class Member who wishes to be heard at the Fairness Hearing must file a signed, written Notice of Intention to Appear with the

Court and serve copies on the Claims Administrator no later than sixty (60) calendar days following the Notice Date (or other date required by the Court). The Notice of Intention to Appear must set forth the following:

- i. the name of this Action ("*Shelene Jean-Louis v. Clear Springs Farming, LLC, et al.*");
- ii. the full name, address, and telephone number of the person intending to appear at the Fairness Hearing;
- iii. the words "Notice of Intention to Appear" at the top of the document;
- iv. the points the person wishes to speak about at the Fairness Hearing; and
- v. the identity (name, address, and telephone number) of any lawyer who will speak on the person's behalf.

3.6. Disputed Claims. In the event of any dispute over the timeliness or validity of any Claim submitted under this Section, the Parties shall meet and confer in good faith for the purpose of resolving the dispute and, if the dispute cannot be resolved, shall submit the dispute to the Court for resolution. In the event of a dispute, the records in Defendants' custody and maintained by Defendants in the ordinary course of business shall be entitled to a rebuttable presumption of accuracy.

3.7. Requests for Exclusion/Opt Outs. Any Class Member who wishes to be excluded from or opt out of the Settlement must submit a written, signed Request for Exclusion to the Claims Administrator, Class Counsel, and Defendants' Counsel no later than sixty (60) calendar days following the Notice Date (or other date required by the Court) (the "Opt-Out Deadline"). The Request for Exclusion must set forth the following:

- i. the name of this Action ("*Shelene Jean-Louis v. Clear Springs Farming, LLC, et al.*");
- ii. the full name, address, and telephone number of the person requesting to be excluded;
- iii. the words "Request for Exclusion" at the top of the document; and
- iv. a declaration stating "I request that I be excluded from the Settlement in case number 8:13-cv-3084-T-30AEP, titled *Shelene Jean-Louis and Judes Petit Frere v. Clear Springs Farming LLC, et al.*" I understand that by requesting to be excluded from the Class, I will not receive any benefits under the Settlement."

The Request for Exclusion must be personally signed by the Class Member who seeks to opt out; no Class Member may opt out by having a request to opt out submitted by an actual or purported agent or attorney acting on behalf of the Class Member. No opt out request may be made on behalf of a group of Class Members.

Each Class Member who does not submit a Request for Exclusion substantially in compliance with this Section within the deadline set by the Court shall be deemed to participate in the Settlement and all releases provided in this Agreement. For purposes of determining timeliness, Requests for Exclusion shall be deemed to have been submitted on the date postmarked by the postal service.

After conferring with Defendants' Counsel regarding the Request for Exclusions mailed pursuant to this Section 3.7, Class Counsel shall file with the Court the Final List of Class Members who have timely and validly excluded themselves as part of the Settlement Class as part of Plaintiff's Motion for Final Approval of the Settlement as set forth in Section 3.8 of this Agreement. The Final List must be completed and sent to the Claims Administrator within thirty (30) days of the Opt-Out Deadline. If 10% or more of the Class Members opt-out of this Settlement, then this Settlement will become null and void, and the funds deposited into the Common Fund by Defendants will revert back to Defendants in their apportioned share.

Within 30 days of filing the Final List, the Claims Administrator shall distribute funds in the Common Fund to Class Members who have not properly and validly excluded themselves from the Settlement Class by the expiration of the Opt-Out Deadline in accordance with the procedures outlined in Section 3.7 of this Agreement.

Any funds remaining in the Common Fund after disbursement to class members shall be placed into a cy pres trust for the benefit of a recognized non-profit entity focused on farmworker justice issues. Such a cy pres trust shall be created within thirty (30) days after the disbursement to class members making claims for the settlement funds.

3.8. Final Approval Order and Judgment. No later than sixteen (16) court days prior to the Fairness Hearing, or at such other time required by the Court, Class counsel, shall move the Court for final approval of the Settlement. Defendants shall cooperate with Plaintiff to obtain final approval of the Settlement.

3.9. Effect of Agreement If Settlement Is Not Approved. This Agreement is being entered into only for the purpose of settlement. In the event that the Court does not approve the Settlement, or the Final Approval Order and Judgment dismissing this Action in its entirety with prejudice is not entered for any reason, or the Final Effective Settlement Date does not occur for any reason, then this Agreement shall be deemed null and void *ab initio*. In that event: (a) the Preliminary Approval Order and all of its provisions shall be vacated by its own terms, and the Action shall revert to the status that existed prior to the execution date of this Agreement, including no certification of a class; and (b) no term of this Agreement or any draft thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Action, or in any other proceeding.

4. FINAL JUDGMENT AND RELEASES.

4.1. **Approval of This Agreement.** As soon as practicable after execution of this Agreement, counsel for all Parties will jointly take all necessary and appropriate steps to secure the Court's approval of this Agreement as set forth herein.

4.2. **Judgment.** The Final Approval Order shall include provisions for entry of judgment dismissing the Action in its entirety with prejudice in accordance with the terms of this Agreement and provide that each Party shall bear its own attorney's fees and costs except as otherwise expressly stated in this Agreement.

4.3. **Release of Defendants by All Class Members.** Plaintiff and each member of the Settlement Class, and each of their successors, assigns, legatees, heirs, and personal representatives, voluntarily and knowingly generally release and forever discharge Defendants and each of Defendants' parent, sister, and subsidiary corporations, affiliated entities, predecessors, successors and assigns, and any of their present and former directors, officers, employees, shareholders, agents, partners, licensors, privies, representatives, attorneys, accountants, insurers, and all persons acting by, through, under, or in concert with them, or any of them, from any and all state, local, and federal claims, causes of action asserted in the Complaint and Amended Complaint, including but not limited to violations of Title VII, 42 U.S.C. Section 1981, 42 U.S.C. Section 2000e *et seq.* and the Florida Civil Rights Act, and all claims for damages, punitive damages, back pay, emotional distress, injunctive relief or attorneys' fees (hereinafter "Released Claims"). This release extinguishes all legal and equitable claims that Plaintiff and each member of the Settlement Class has against the Defendants and terminates the litigation in its entirety.

5. ADDITIONAL PROVISIONS.

5.1. **No Admission of Liability.** This Agreement reflects the compromise and settlement of disputed claims among the Parties and does not constitute an admission of liability. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including Defendants, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession.

5.2. **Posting of Department of Labor Notification.** Clear Springs Farming LLC will post an official Department of Labor notification under the AWPA in the Creole language.

5.3. **Fair, Adequate and Reasonable Settlement.** The Parties believe this Settlement is fair, adequate, and reasonable, and the Parties arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential.

5.4. Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and notices of hearings are subject to approval and change by the Court or by the written agreement of counsel for the Parties, without notice to the Class.

5.5. Real Parties in Interest. In executing this Agreement, the Parties warrant and represent that they, including Plaintiff in her representative capacity on behalf of the Class, are the only persons having any interest in any of the claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Action, and, except as provided herein, neither said claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

5.6. Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

5.7. Binding On Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

5.8. Parties Represented By Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

5.9. Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

5.10. Entire Agreement. This Agreement and Exhibit attached hereto contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, representation, or warranty by any Party or any representative of a Party, other than those expressly set forth herein.

5.11. Construction and Interpretation. Neither Party nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Agreement has been, and must be construed to have been, drafted by all Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

5.12. Headings. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

5.13. Exhibit. The exhibit to this Agreement is integral part of the Agreement and Settlement and are hereby incorporated and made a part of this Agreement.

5.14. Modifications and Amendments. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties and approved by the Court, except as otherwise expressly provided herein.

5.15. Governing Law. This Agreement is entered into in accordance with the laws of the State of Florida and shall be governed by and interpreted in accordance with those laws.

5.16. Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of his or her or its obligations hereunder to carry out the express intent of the Parties hereto.

5.17. Agreement Constitutes a Complete Defense. To the extent permitted by law this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

5.18. Execution Date. This Agreement shall be deemed executed upon the last date of execution of all of the undersigned.

5.19. Continuing Jurisdiction. The Parties hereby request the Court retain jurisdiction over the Parties to enforce the Settlement until performance in full of the terms of the Settlement.

5.20. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages will be collected and annexed to one or more documents to form a complete counterpart. Photocopies or "pdfs" of executed copies of signatures shall have the same force and effect as originals.

5.21. Severability. Should any paragraph, sentence, clause or provision of this Agreement be held invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision or the remaining portions of the Agreement.

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IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective counsel of record, have so agreed.

Dated: 01-27-2017

Shelene Jean-Louis
Plaintiff Shelene Jean-Louis

Dated: _____

Defendant Clear Springs Farming, LLC
Print Name: _____
Title: _____

Dated: _____

Defendant Florida Gold Citrus, Inc.
Print Name: _____
Title: _____

Dated: _____

Jack Green, Jr.

Dated: _____

Defendant Howard Leasing, Inc.
Print Name: _____
Title: _____

Dated: _____

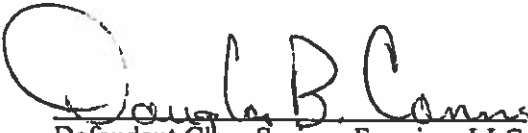
Defendant Howard Leasing III, Inc.
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective counsel of record, have so agreed.

Dated: _____

Plaintiff Shelene Jean-Louis

Dated: 1/27/17



Defendant Clear Springs Farming, LLC
Print Name: Douglas B Connor
Title: Vice President

Dated: _____

Defendant Florida Gold Citrus, Inc.
Print Name: _____
Title: _____

Dated: _____

Jack Green, Jr.

Dated: _____

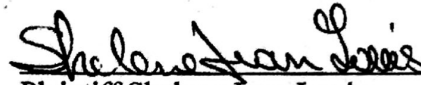
Defendant Howard Leasing, Inc.
Print Name: _____
Title: _____

Dated: _____

Defendant Howard Leasing III, Inc.
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective counsel of record, have so agreed.

Dated: 01-27-2017


Plaintiff Shelene Jean-Louis

Dated: _____

Defendant Clear Springs Farming, LLC

Print Name: _____

Title: _____

Dated: 1/27/17

Defendant Florida Gold Citrus, Inc.

Print Name: Jack Green Jr.

Title: Owner

Dated: 1/27/17


Jack Green, Jr.

Dated: _____

Defendant Howard Leasing, Inc.

Print Name: _____

Title: _____

Dated: _____

Defendant Howard Leasing III, Inc.

Print Name: _____

Title: _____

EXHIBIT A
(CLASS NOTICE)

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

SHELENE JEAN-LOUIS, JUDES PETIT-FRERE, on behalf of themselves and others similarly situated,

Plaintiffs,

Case No. 8:13-cv-3084-T-30AEP
Class Action

vs.

CLEAR SPRINGS FARMING, LLC, a Foreign Limited Liability Company, FLORIDA GOLD CITRUS, INC., a Florida Profit Corporation, JACK GREEN JR., individually, and HOWARD LEASING, INC. a Florida Profit Corporation, and HOWARD LEASING III, INC., a Florida Profit Corporation, /

Defendants.

NOTICE OF CLASS ACTION

To: Any and all black/Haitian/Afro-Haitian/African American seasonable agricultural employees or farm-workers of Defendants who applied to work for Defendants on or about March 19, 2012 for a specific crew with the group designation of C13 for a six (6) week period during the 2012 Florida harvesting season and not provided any work by Defendants allegedly on the basis of their race, color, and/or national origin.

YOU HAVE NOT BEEN SUED IN THIS MATTER. This letter is a notice that you may be entitled to a monetary recovery as a member of the Class. You have been identified as being a potential member of the Class who applied for work with Clear Springs Farming, LLC, Jack Green, Jr. Florida Citrus Gold, Inc., Howard Leasing, Inc., or Howard Leasing III, Inc. (“Defendants”). If you applied to work for Defendants, your rights may be affected by this settlement. This Notice is given to inform you about this settlement so that you may have an opportunity to comment on the proposed settlement or opt-out of the Class.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	In the event that you do nothing, you will automatically be a member of the class. As a class member, you will receive a money from the settlement fund.
EXCLUDE YOURSELF	In the event that you exclude yourself from the settlement, you will not receive a distribution from the settlement fund; and will retain any rights you may have to pursue claims against the Defendants.
OBJECT	In the event that you object you may write to the Court about why you don't like the settlement or speak to the Court about the settlement at a fairness hearing.

NATURE OF THIS LAWSUIT

A. Summary of the Litigation

This lawsuit is about whether Defendants discriminated against Black/Haitian/Afro-Haitian/African Americans based on their race, color or national origin when selecting seasonal workers to harvest the 2012 crop of blueberries at Clear Springs Farming, LLC.

Nothing in this Notice should be deemed to constitute an admission by Defendants that they violated Title VII, 42 U.S.C. Section 1981, 42 U.S.C. Section 2000 *et seq.* and the Florida Civil Rights Act. In fact, Defendants deny that they have any liability to Plaintiff or the Class whatsoever, and further deny that their actions violated the law in any manner.

The description of Plaintiffs' claims and Defendants' response is general and does not cover all of the claims and contentions of the parties. For a complete statement of all the contentions and proceedings in this case, you should consult the files relating to this lawsuit, which are available for your inspection at the Clerk of the United States District Court for the Middle District of Florida, 801 North Florida Avenue, Tampa, FL 33602.

The maximum damages recoverable in a class action under the Title VII, 42 U.S.C. Section 1981, 42 U.S.C. Section 2000 *et seq.* varies. In this case Plaintiffs sought back pay in the amount of \$415,100.40, plus unspecified compensatory damages and punitive damages.

Without admitting liability, as part of a proposed settlement more fully described below, Defendants agree to pay \$360,000 into a settlement fund to be used solely to compensate Plaintiffs' for alleged emotional distress and attorneys' fees, and, which will be divided among each member of the Class, less attorneys' fees and costs.

B. Certification of the Class

This Court has certified a settlement class, pursuant to Fed. R. Civ. P. 23(b)(3), defined as set forth above, and has appointed Plaintiff Shelene Jean-Louis, as representative of the Class, and her attorneys, Ryan Barack of Kwall Barack Nadeau PLLC and Bradley Rothman of Weldon & Rothman, PL as Counsel for the Class.

C. Settlement of the Lawsuit

Plaintiffs and Defendants have agreed to a proposed settlement that provides:

1. The Defendants shall pay \$360,000 into a common fund, which payment is not to be considered back pay since Plaintiffs were never employees of Defendants and is to be used solely to compensate Plaintiffs for alleged emotional distress and attorneys' fees, and will be distributed to the Class based on which members do not exclude themselves from the class, less attorneys' fees of 1/3 of the fund, court approved costs and a payment of \$15,000 to the class representative to compensate her for her efforts on behalf of the class. All funds that are not distributed to, or claimed by, the Class shall be paid for the benefit of a recognized non-profit entity focused on farmworker justice issues, as a cy pres remedy;
2. Plaintiffs and each member of the Class, and each of their successors, assigns, legatees, heirs, and personal representatives, will release and forever discharge Defendants and each of Defendants' parent, sister, and subsidiary corporations, affiliated entities, predecessors, successors and assigns, and any of their present and former directors, officers, employees, shareholders, agents, partners, licensors, privies, representatives, attorneys, accountants, insurers, and all persons acting by, through, under, or in concert with them, or any of them, from any and all causes of action asserted in the Complaint and Amended Complaint, including violation of Title VII, 42 U.S.C. Section 1981, 42 U.S.C. Section 2000e *et seq.* and the Florida Civil Rights Act and all claims for damages, punitive damages, back pay, emotional distress, injunctive relief or attorneys' fees (hereinafter "Released Claims").
3. Clear Springs Farming LLC will post an official Department of Labor notification under the AWPAs in the Creole language at the Clear Springs Farm.

By proposing to settle this lawsuit, Defendants have not admitted liability, nor has the Court found that the claims asserted by Plaintiffs in this case are valid or that there has been any wrongdoing or violation of law. The Court is expressing no opinion on the merits of the case or the terms of the settlement. The Court will later conduct a hearing to determine whether the proposed settlement is fair, reasonable, and adequate under the circumstances, at the time and place indicated below.

D. Your Options

If you are a member of the class, wish to participate in this settlement, and received this Notice by mail, no further action is necessary, unless you change your address. You will receive your settlement check in the mail.

If you are a member of the class, wish to participate in this settlement, and have not received this Notice in the mail or you change your address, please contact the Claims Administrator, Rust Consulting, at [phone number] to update your address. You may also contact the Claims Administrator by mail at [Rust Consulting, Address]. Failure to update your address with the Claims Administrator will result in forfeiture of your rights.

You have the right to exclude yourself from both the settlement and the class action by sending a written request for exclusion to the Claims Administrator at the address listed below. The request for exclusion must be post-marked by _____, and must contain your name, address, and the name and number of this case along with a written statement that you intend to be excluded from the class. If you exclude yourself from this action, you will not be entitled to share in the settlement fund.

If you are a member of the Class, you have the right to be represented in this action by your own attorney. You also have the right to file a written objection or comment on the proposed settlement. Your objection or comment must state your name, address, the case name and number, why you are objecting or commenting to the proposed settlement, and any reasons supporting your position, along with any documents that support your position. You must sign your objection personally. If you choose to make a written objection or comment, you must mail your objection, postmarked on or before _____, to the Class Administrator at the following address:

Clear Springs Farming Class Action
c/o Rust Consulting
Street
City, State ZIP

You also have the right to make an oral objection or comment at the fairness hearing, as listed below, regardless of whether you filed a written objection or comment.

NOTICE IS HEREBY GIVEN THAT a hearing will be held before the Honorable Judge James S. Moody of the United States District Court for the Middle District of Florida, on _____ in Courtroom 17 of the United States District Court for the Middle District of Florida, 801 North Florida Avenue, Tampa, FL 33602. This hearing will be held to determine if the proposed settlement is fair, reasonable, and adequate and should be approved and the lawsuit dismissed. If the proposed settlement is approved, it will be binding and will release Defendants from any and all claims that were asserted or could have been asserted in this lawsuit.

Questions concerning this class action litigation should be directed to Rust Consulting.

PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK

ENTER:

/s/ Judge James S. Moody

JUDGE JAMES S. MOODY

United States District Court

DATED: _____, 2016