

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION**

)	
FEDERICO SALINAS-RODRIGUEZ, <i>et al.</i>)	
)	
PLAINTIFFS,)	
)	
v.)	Case No. 3:05 CV 440 WHB-AGN
)	
ALPHA SERVICES, L.L.C., <i>et al.</i>)	
)	
DEFENDANTS.)	
)	

CONSENT ORDER

This case came before the Court on September 5, 2006, at a hearing to determine the lawfulness, reasonableness, adequacy, and fairness of the proposed class settlement in this action.

On June 2, 2006, the Court entered an order granting the parties' joint motion and certified the class in this case, preliminarily approved the class action settlement, and directed that notice be given to the members of the certified class. The notice advised the class members of the terms of the proposed settlement, of their right to object to it, and of the time and place of the fairness hearing. The Court is unaware of any person objecting to the proposed settlement. The Court has also been advised that the parties have agreed to the entry of this Consent Order.

Based on the foregoing, the Court hereby FINDS that:

A. The terms and provisions of the Court's order of June 2, 2006 in this case have been carried out by the parties.

B. The terms of the settlement contemplated herein are found in the Settlement Agreement attached hereto as Exhibit A, and the terms thereof are incorporated herein and made a part hereof.

C. Said settlement is lawful, fair, just, reasonable, and adequate and was reached after good faith, arm's-length negotiations by experienced and capable class counsel in the absence of fraud or collusion. During the negotiation, the parties considered, among other things: the amount of the settlement; the cost, complexity, and duration of the litigation if pursued through trial; the likelihood of the Plaintiffs prevailing on the merits; the range of possible discovery and certainty of damages; the further disruption to the business activities of the Defendants; the limited assets of the Defendants, and; other matters bearing on the best interests of the parties. Furthermore, there has been no objection by any class member to the settlement contemplated herein.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. The Court permanently and finally certifies, under Rule 23(b)(3) of the Federal Rules of Civil Procedure, the following settlement class for this cause as follows:

All those individuals admitted as H-2B temporary foreign workers pursuant to 8 U.S.C. § 1101(a)(15)(H)(ii)(b), who were employed by the Defendants in any capacity from April 14, 2002 through the present.

2. The settlement contemplated in the Settlement Agreement is finally approved, and the parties are directed to continue to perform in compliance with the terms and subject to all conditions thereof;

3. As an essential and integral part of the parties' settlement, the Court enters the following injunction, to which the Defendants have consented. This injunction is

intended to ensure that Defendants shall fully comply with the requirements of the Migrant and Seasonal Agricultural Worker Protection Act. Accordingly, it is ordered that in the course of any employment or labor contracting activities with any seasonal or migrant agricultural worker, such as their forestry workers, Defendants shall do the following:

- a. With respect to each migrant or seasonal agricultural worker, make, keep and preserve for three years data showing for each workweek the following data: the worker's name, full permanent address (to include the town, municipality, state and country), Social Security number, total hours worked on a daily basis, the piece-rate or hourly rate paid, the number of piece-work units earned, the total pay period earnings, and any withholdings from wages and the purpose for each such withholding;
- b. Provide to each migrant or seasonal agricultural worker at each payday a written statement relating to his or her employment during the pay period showing the following information: the employer's name, address and Internal Revenue Service employer identification number, total hours worked on a daily basis, the piece-rate or hourly rate paid, the number of piece-work units earned, the total pay period earnings, and any withholdings from wages and the purpose for each such withholding;
- c. Properly record and compensate all compensable hours worked, specifically including time spent traveling between worksites, time

engaged to be waiting at the worksites, and time spent on any compensable preliminary and/or postliminary work;

- d. Pay each and every migrant or seasonal agricultural worker, at least the proper prevailing wage for all compensable hours worked and at least the proper overtime wage for all compensable hours worked in excess of forty (40) in a given workweek; and
- e. Apply the decision in Arriaga v. Florida Pacific Farms, L.L.C., 305 F.3d 1228, 1232 (11th Cir. 2002), to their H-2B forestry workers such that each worker is reimbursed by the Defendants in the first work week of each season for reasonable costs incurred by the worker to come to work for Defendants, including incoming transportation expenses, visa processing expenses (including visa reciprocity fees and consular interview fees), application expenses, and border crossing fees – to the extent such expenses reduce the worker’s first week wages below the applicable wage under the Fair Labor Standards Act – during the 2006-2007 and 2007-2008 seasons, unless the U.S. Supreme Court rules that the Arriaga decision is inapplicable to H-2B workers.

4. Upon Defendants’ satisfaction of their financial obligations as set out in paragraphs 3-5 of the Settlement Agreement, this action shall be dismissed with prejudice, and Defendant Alpha Services, L.L.C., its parents, subsidiaries, past and present officers, members, directors, agents, attorneys, subsidiaries, parent corporations, related entities and affiliates, if any, and its respective successors, heirs and assigns, and Defendant Robert Wade Zaharie, his heirs, executors and administrators, shall be

released from all damage and other claims relating to the employment of the Plaintiffs, the Opt-In Plaintiffs, and all other members of the class, their heirs, representatives, agents, attorneys, successors, or assigns, or anyone claiming on their behalf, which have been raised or asserted in this action, or which could have been raised or asserted in this action.

5. The Court expressly retains jurisdiction of this action until December 31, 2007, in order to oversee the consummation of this settlement and enforce the terms of the Settlement Agreement.

DONE AND ORDERED at Jackson, Mississippi this 5th day of September, 2006.

s/William H. Barbour, Jr.

UNITED STATES DISTRICT JUDGE