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VENTURA SUPERIOR COURT

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02/18/21

VENTURA  
SUPERIOR COURT  
**FILED**

FEB 26 2021

MICHAEL D. PLANET  
Executive Officer and Clerk  
BY: , Deputy  
**AMY GATES**

7 Attorneys for Plaintiffs NORMA AGUILAR,  
8 OLGA ITURBIDE, individually, and on behalf of  
9 all others similarly situated and aggrieved

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF VENTURA

12  
13 NORMA AGUILAR; OLGA ITURBIDE,  
14 individually; on behalf of themselves and all  
others similarly situated and aggrieved,

15 Plaintiffs,

16 v.

17 SANTA ROSA BERRY FARMS, LLC, a  
18 California Limited Liability Company; and  
19 DOES 1 to 100, inclusive,

20 Defendants.

Case No.: 56-2019-00525899-CU-OE-VTA

[Assigned for all purposes to the Hon. Matthew P. Guasco (Dept. 20)]

**[PROPOSED] ORDER GRANTING MOTION  
FOR PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: February 4, 2021  
Time: 8:30 a.m.  
Place: Department 20  
Reservation ID: 2541816

Complaint Filed: March 11, 2019  
FAC Filed: June 12, 2019  
SAC Filed: July 30, 2019  
TAC Filed: September 22, 2020  
Trial Date: None

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**ORDER**

On January 4, 2021 and February 4, 2021, this Court conducted hearings on Plaintiff’s Motion for Preliminary Approval of the Class Action Settlement (the “Motion”). Having considered the Motion and the points and authorities and declarations submitted in support of the Motion, including the Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement” or “Settlement”) and Stipulation to Amend the Settlement Agreement and exhibits, and **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following findings and orders:

1. This Order incorporates by reference the definitions in the Settlement Agreement, as amended by the February 4, 2021 Order Granting the Stipulation to Amend the Settlement Agreement, and all terms defined therein shall have the same meaning as set forth in the Settlement Agreement, as amended by the February 4, 2021 Order. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**. A true and correct copy of the Stipulation to Amend the Settlement Agreement and February 4, 2021 Order Granting the Stipulation to Amend the Settlement Agreement are attached hereto as **Exhibit B**.

2. The Settlement Class shall be conditionally certified for settlement purposes only and shall consist of all current and former hourly and/or piece rate, nonexempt employees of Defendant who worked in the position of harvester, foreman, or puncher within the State of California at any time during the Class Period, which is from March 11, 2015 through August 31, 2020, but excluding employees who worked in the positions of assistant, forklift operator, irrigator, laborer, machine driver, machine helper, mechanic, sprayer, stacker, supervisor, tractor driver, trailer, truck driver, water truck driver, or weedwacker.

3. The class action settlement set forth in the Settlement Agreement, as amended by the February 4, 2021 Order, entered into among the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range of reasonableness, to be the product of arm’s-length and informed negotiations, to treat all Class Members fairly, and to be presumptively valid, subject only to any objections that may be raised at or before the final approval hearing. The Court further finds that Plaintiff’s Counsel conducted extensive investigation and research, and that they were able to reasonably evaluate Plaintiffs’ position and the strengths and weaknesses of their claims and the ability to certify

1 them. Plaintiffs' Counsel have provided the Court with enough information about the nature and  
2 magnitude of the claims being settled, as well as the impediments to recovery, to make an independent  
3 assessment of the reasonableness of the terms to which the Parties have agreed.

4 4. The Court also finds that settlement now will avoid additional and potentially substantial  
5 litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

6 5. The Court preliminarily approves the Settlement Agreement, as amended by the February  
7 4, 2021 Order, including all the terms and conditions set forth therein and the Class Settlement Amount  
8 and allocation of payments.

9 6. The rights of any potential dissenters to the proposed Settlement are adequately protected  
10 in that they may exclude themselves from the Settlement and proceed with any alleged claims they may  
11 have against Defendant, or they may object to the Settlement and appear before this Court. However, to  
12 do so they must follow the procedures outlined in the Settlement Agreement, as amended by the February  
13 4, 2021 Order, and in the Notice of Class Action Settlement.

14 7. The Court approves, as to form and content, the proposed Notice of Class Action  
15 Settlement ("Class Notice"). A true and correct copy of the amended Class Notice is attached hereto as  
16 **Exhibit C.**

17 8. The Court directs the mailing, by First-Class U.S. mail, of the Notice Packets to Class  
18 Members in accordance with the schedule set forth below and the other procedures described in the  
19 Settlement Agreement, as amended by the February 4, 2021 Order. The Court finds that the method  
20 selected for communicating the preliminary approval of the Settlement Agreement, as amended by the  
21 February 4, 2021 Order, to Class Members is the best notice practicable under the circumstances,  
22 constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies due process.

23 9. Plaintiffs Norma Aguilar and Olga Iturbide are suitable class representatives and are  
24 appointed as the Class Representatives for the Settlement Class conditionally certified by this Order.

25 10. The Court appoints Carney R. Shegerian, Anthony Nguyen, and Cheryl A. Kenner of  
26 Shegerian & Associates, Inc. as Class Counsel. The Court finds that counsel have demonstrable  
27 experience litigating, certifying, and settling class actions, and will serve as adequate counsel for the Class  
28 conditionally certified by this Order.

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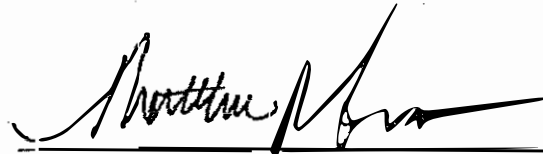
- 11. The Court approves and appoints CPT Group, Inc. as the Settlement Administrator.
- 12. The following dates shall govern for purposes of this Settlement:

Date	Event
March 2, 2021	Last day for Defendants to produce the Class List to the Settlement Administrator. [30 calendar days from grant of preliminary approval]
March 19, 2021	Last day for the Settlement Administrator to mail Class Notice to all Class Members. [10 business days from Class List]
April 19, 2021 May 3, 2021	Last day for Class Members to submit Requests for Exclusion or Objections to the Settlement. [30 calendar days from mailing of Class Notice] [+15 days for Extended Response Deadline]
June 21, 2021	Last day for Settlement Administrator to provide Declaration to Class Counsel for filing with Motion for Final Approval of Class Action Settlement [14 calendar days prior to deadline to file Motion for Final Approval]
July 6, 2021	Last day for Plaintiffs to file the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments. [at least 16 court days prior to Final Approval Hearing, and at least 45 days from Extended Response Deadline]
July 28, 2021 at 8:20 a.m.	Hearing on Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payment.

13. The Court expressly reserves the right to continue or adjourn the final approval hearing from time to time without further notice to the Class Members.

**IT IS SO ORDERED.**

Dated: FEB 19 2021



Hon. Matthew P. Guasco  
Ventura County Superior Court  
**MATTHEW P. GUASCO**

EXHIBIT A

Ventura Superior Court Accepted through eDelivery submitted 02-18-2021 at 08:23:41 AM

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14 Attorneys for Defendants  
 15 SANTA ROSA BERRY FARMS, LLC

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 17 **COUNTY OF VENTURA**

19 NORMA AGUILAR; OLGA ITURBIDE,  
 20 individually; on behalf of themselves and  
 all others similarly situated and aggrieved,

21  
 22 Plaintiffs,

23 vs.

24 SANTA ROSA BERRY FARMS, LLC, a  
 California Limited Liability Company; and  
 25 DOES 1 to 100, inclusive,

26 Defendants.  
 27  
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CASE NO. 56-2019-00525899-CU-OE-VTA  
 [Assigned for all purposes to Hon. Matthew P.  
 Guasco, Dept. 20]

**CLASS ACTION SETTLEMENT  
 AGREEMENT**

Complaint Filed: March 11, 2019  
 FAC Filed: June 12, 2019  
 SAC Filed: July 30, 2019  
 TAC Filed: September 22, 2020

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**CLASS ACTION SETTLEMENT AGREEMENT**

IT IS HEREBY STIPULATED, by and among Plaintiffs NORMA AGUILAR and OLGA ITURBIDE, on behalf of themselves and the Settlement Class Members on the one hand, and Defendant SANTA ROSA BERRY FARMS, LLC (“Defendant”), on the other hand, subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Class Action Settlement Agreement (“Agreement”), and subject to the definitions, recitals and terms set forth herein, which by this reference become an integral part of this Agreement.

**DEFINITIONS**

1. “Action” means the matter of *Norma Aguilar; Olga Iturbide, individually; on behalf of themselves and all others similarly situated and aggrieved v. Santa Rosa Berry Farms, LLC, et al.* (Case No. 56-2019-00525899-CU-OE-VTA) filed on March 11, 2019, in Ventura County Superior Court).

2. “Class Counsel” means Shegerian and Associates, Inc.

3. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action, and actual expenses and costs incurred in connection with the Action paid from the Gross Settlement Amount.

4. “Class Information” means information regarding Settlement Class Members that Defendant will in good faith compile from the available information in its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member’s full name; last known address; last known home telephone number; Social Security Number; start date of employment; end date of employment; and the number of total workweeks worked by the Settlement Class Member as a non-exempt employee for Defendants from during the Class Period (“Total Workweeks”).

5. “Class Notice” means the Notice of Pendency of Class Action Settlement, including the Notice of Estimated Individual Settlement Payment, (substantially in the form attached as Exhibit 1) in English, which will also be disseminated to the Class in Spanish.

6. “Class Period” means the period from March 11, 2015 through August 31, 2020.

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1 7. "Class Representative Enhancement Awards" means the amount that the Court  
2 authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in  
3 recognition of their effort and risk in assisting with the prosecution of the Action.

4 8. "Court" means the Ventura County Superior Court.

5 9. "Defendant" means SANTA ROSA BERRY FARMS, LLC.

6 10. "Defense Counsel" means LightGabler.

7 11. "Effective Date" means the latter of: (i) the date upon which the Court grants  
8 final approval of the Settlement if no Class Members file objections to the Settlement; or (ii) if a  
9 Class Member files an objection to the Settlement and that objection is not withdrawn, the  
10 Effective Date shall be the date sixty-five (65) calendar days after the date upon which the Court  
11 grants final approval of the Settlement if no appeal is initiated by an objector; or (iii) if a timely  
12 appeal is initiated by an objector or by Class Counsel to an order which reduces their requested  
13 Class Counsel Award, the Effective Date shall be the date of final resolution of that appeal  
14 (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial  
15 approval of the Settlement.

16 12. "Gross Settlement Amount" means Five Hundred Thousand Dollars (\$500,000).

17 13. "Individual Settlement Payment" means the amount payable from the Net  
18 Settlement Amount to each Settlement Class Member who does not submit a valid Request for  
19 Exclusion from this Settlement.

20 14. "Net Settlement Amount" means the Gross Settlement Amount, less Class  
21 Counsel Award, Class Representative Enhancement Awards, PAGA Payment, and Settlement  
22 Administrator Costs.

23 15. "PAGA Payment" means a payment of Seven Thousand Five Hundred Dollars  
24 (\$7,500) made to the California Labor and Workforce Development Agency ("LWDA") in  
25 exchange for the release of claims under the Private Attorneys General Act of 2004. A total of  
26 Ten Thousand Dollars (\$10,000) will be allocated to PAGA, of which 75% (Seven Thousand  
27 Five Hundred Dollars (\$7,500)) will be sent to the LWDA, and the remaining 25% (Two  
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1 Thousand Five Hundred Dollars (\$2,500)) shall remain in the Net Settlement Amount for  
2 distribution to Participating Class Members.

3 16. "Participating Class Member" means any Settlement Class Member who does  
4 not opt out of the Settlement by submitting a valid and timely Request for Exclusion.

5 17. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean  
6 either Plaintiffs or Defendant.

7 18. "Payment Ratio" means the respective Total Workweeks for each Settlement  
8 Class Member divided by the sum of Total Workweeks for all Settlement Class Members.

9 19. "Plaintiffs" and "Class Representatives" mean Norma Aguilar and Olga Iturbide.

10 20. "Released Claims" means any and all known and unknown claims, losses,  
11 damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints,  
12 arbitration demands or suits which arise or could have arisen from the facts asserted in the  
13 Action, including the Third Amended Complaint, including violations for meal periods, rest  
14 breaks, failure to pay minimum wages, failure to pay overtime wages, timely payment of wages,  
15 wage statements, waiting time penalties, violations of California Unfair Competition Law (Cal.  
16 Bus. & Prof. Code §§ 17200, *et seq.*), and penalties under the Private Attorneys General Act  
17 sections 2698, *et seq.*, or other remuneration whether sought under statute, tort, contract or as an  
18 unfair business practice for the Class Period.

19 21. "Released Parties" means Defendant and any parent, subsidiary, affiliate,  
20 predecessor or successor, and all agents, employees (current and former), officers, directors,  
21 insurers and attorneys.

22 22. "Request for Exclusion" means a Settlement Class Member's signed, written,  
23 valid request to be excluded or "opt out" of the Settlement.

24 23. "Response Deadline" means the date thirty (30) calendar days after the  
25 Settlement Administrator mails the Notice to Settlement Class Members and the last date on  
26 which Settlement Class Members may postmark written Requests for Exclusion or a Notice of  
27 Objection to the Settlement. For Settlement Class Members who are sent re-mailed Class  
28 Notices, the "Extended Response Deadline" shall mean thirty (30) calendar days from the date

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1 the Settlement Administrator re-mails the Notice of Settlement to Class Members but not later  
2 than forty-five (45) days from the Response Deadline. The Extended Response Deadline is the  
3 last date on which Settlement Class Members who are sent re-mailed Class Notices may  
4 postmark written Requests for Exclusion or a Notice of Objection to the Settlement.

5 24. "Settlement" means the disposition of the Action pursuant to this Agreement.

6 25. "Settlement Administration Costs" means the amount to be paid to the Settlement  
7 Administrator from the Gross Settlement Amount for administration of this Settlement.

8 26. "Settlement Administrator" means CPT Group, Inc.

9 27. "Settlement Class Members" means all current and former hourly and/or piece  
10 rate, nonexempt employees of Defendant within the State of California at any time during the  
11 Class Period.

12 28. "Total Workweeks" means the number of weeks or fraction thereof worked by  
13 Settlement Class Members during the Class Period.

14 **RECITALS**

15 29. Class Certification. Defendant contends that the facts do not justify class certification  
16 under the governing legal standards. Consequently, the Parties will agree to a stipulated  
17 "Settlement Class" solely for purposes of administration and resolution of this matter.  
18 Should the Settlement not become final and effective as herein provided, class  
19 certification shall immediately be set aside and the Settlement Class immediately  
20 decertified. The Parties' willingness to stipulate to class certification as part of the  
21 Settlement shall have no bearing on, and shall not be admissible in or considered in  
22 connection with, any other issue in this Action, including whether a class should be  
23 certified in a non-settlement context in this Action and shall have no bearing on, and  
24 shall not be admissible or considered in connection with, the issue of whether a class  
25 should be certified in any other lawsuit. Defendant specifically denies any and all  
26 liability.

27 30. Procedural History. On March 11, 2019, Plaintiffs filed a class and representative  
28 enforcement PAGA action against Defendant for various alleged wage and hour violations.

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1 Following Defendant’s production of arbitration agreements Plaintiffs signed and subsequent  
2 meet and confer efforts, Plaintiffs dismissed the class allegations, converting this action to a  
3 representative enforcement PAGA action. Plaintiffs served formal written discovery, and  
4 Defendant provided responses. Thereafter, the Parties agreed to go to mediation and exchange  
5 further discovery informally. Following that exchange of informal discovery and data to assess  
6 potential class-wide damages, the Parties participated in a private mediation with experienced  
7 and respected mediator Jeffrey Krivis of First Mediation Services on August 10, 2020. The  
8 Parties settled at the mediation and executed a Memorandum of Understanding at the conclusion  
9 of the mediation. The Parties settled the case as a class action and agreed that Plaintiffs would  
10 file a Third Amended Complaint to add class allegations once the Court enters the stipulation  
11 for leave for Plaintiff to file a Third Amended Complaint. On September 22, 2020, Plaintiffs  
12 filed a Third Amended Class Action and PAGA Enforcement Action Complaint based on the  
13 same Labor Code violations pled in the Second Amended Complaint.

14 **TERMS OF AGREEMENT**

15 31. Release As to All Class Members. As of the Effective Date, Plaintiffs and the  
16 Settlement Class Members who are not excluded from this Settlement, on behalf of themselves  
17 and each of their heirs, representatives, successors, assigns and attorneys, hereby release  
18 Defendant and Released Parties from the Released Claims as consideration for Defendant’s  
19 payment of the Gross Settlement Amount. The Released Claims shall be fully, finally and  
20 forever released, relinquished and discharged.

21 32. Tax Liability. The Parties make no representations as to the tax treatment or legal  
22 effect of the payments called for hereunder, and Settlement Class Members are not relying on  
23 any statement or representation by the Parties in this regard.

24 33. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this  
25 section, the “Acknowledging Party” and each Party to this Agreement other than the  
26 Acknowledging Party, an “Other Party”) acknowledges and agrees that (1) no provision of this  
27 Agreement, and no written communication or disclosure between or among the Parties or their  
28 attorneys and other advisers, is or was intended to be, nor shall any such communication or

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1 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of  
2 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the  
3 Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and  
4 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not  
5 entered into this Agreement based upon the recommendation of any other party or any attorney  
6 or advisor to any Other Party, and (c) is not entitled to rely upon any communication or  
7 disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be  
8 imposed on the Acknowledging Party; and (3) no attorney or advisor to any Other Party has  
9 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax  
10 strategies (regardless of whether such limitation is legally binding) upon disclosure by the  
11 Acknowledging Party of the tax treatment or tax structure of any transaction, including any  
12 transaction contemplated by this Agreement.

13 34. Notice and Preliminary Approval of Settlement. As part of this Settlement,  
14 Plaintiffs will request that the Court: (a) grant preliminary approval of the Settlement, (b) certify  
15 a Settlement Class, (c) approve distribution of Notice to Settlement Class Members, and (d)  
16 grant final approval of the Settlement. Plaintiffs shall request a hearing before the Court to  
17 obtain preliminary approval of the Settlement. In conjunction with the hearing, Plaintiffs will  
18 submit this Agreement, which sets forth the terms of this Settlement, and will include a  
19 proposed Notice, as necessary to implement the Settlement.

20 35. Settlement Administration. Within thirty (30) calendar days after the Court  
21 grants preliminary approval of this Agreement, Defendant shall provide the Settlement  
22 Administrator with the Class Information for purposes of mailing the Notice to Settlement Class  
23 Members.

24 a. Notice by First Class U.S. Mail with Business Reply Mail Postage. Upon  
25 receipt of the Class Information, the Settlement Administrator will perform a  
26 search based on the National Change of Address Database to update and correct  
27 any known or identifiable address changes. Within ten (10) business days after  
28 receiving the Class Information from Defendant as provided herein, the

1 Settlement Administrator shall mail copies of the Notice to all Settlement Class  
2 Members via regular First Class U.S. Mail. The Settlement Administrator shall  
3 exercise its best judgment to determine the current mailing address for each  
4 Settlement Class Member. The address identified by the Settlement  
5 Administrator as the current mailing address shall be presumed to be the best  
6 mailing address for each Settlement Class Member.

7 i. Undeliverable Notices. Any Notice returned to the Settlement  
8 Administrator as undeliverable on or before the Response Deadline shall be  
9 re-mailed to the forwarding address affixed thereto. If no forwarding  
10 address is provided, the Settlement Administrator shall promptly attempt to  
11 determine a correct address by use of skip-tracing, or other search using the  
12 name, address and/or Social Security number of the respective Settlement  
13 Class Member, and shall then perform a re-mailing, if another mailing  
14 address is identified by the Settlement Administrator. If a Settlement Class  
15 Member's Notice is returned to the Settlement Administrator more than  
16 once as non-deliverable on or before the Response Deadline, then an  
17 additional Notice need not be re-mailed and the Settlement Class Member  
18 is deemed to have received Notice. The Settlement Administrator shall  
19 email a Settlement Class Member's Notice upon request and proper  
20 verification by the Settlement Class Member or their or her counsel,  
21 provided a valid email address is given.

22 ii. Re-mailed Notices. In the event the Settlement Administrator re-  
23 mails a Notice to a Settlement Class Member, the Settlement Administrator  
24 will update the Response Deadline on the re-mailed Notice to reflect the  
25 applicable Extended Response Deadline or else will include a cover letter  
26 indicating the applicable Extended Response Deadline.

27 b. No Claim Form Necessary. All Settlement Class Members who do not  
28 request to be excluded from the Settlement will receive Individual Settlement

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1 Payments from the Net Settlement Amount; submission of a claim form is not  
2 necessary to receive an Individual Settlement Payment. The estimated Individual  
3 Settlement Payments will be stated in the Notice. This Settlement is non-  
4 reversionary.

5 i. Disputes Regarding Individual Settlement Payments. Settlement  
6 Class Members will have the opportunity, should they disagree with  
7 Defendant’s records regarding their employment dates or Total  
8 Workweeks, to provide documentation and/or an explanation to correct the  
9 information and seek modification of their estimated Individual Settlement  
10 Payments. The employment dates and Total Workweeks provided by  
11 Defendant are presumed to be correct unless documentation is timely  
12 provided to show otherwise. If there is a dispute, the Settlement  
13 Administrator will consult with the Parties to determine whether an  
14 adjustment is warranted. The Settlement Administrator shall determine the  
15 eligibility for, and the amounts of, any Individual Settlement Payments  
16 under the terms of this Agreement. The Settlement Administrator’s  
17 determination of the eligibility for and amount of any Individual Settlement  
18 Payment shall be final and binding upon the Settlement Class Members and  
19 the Parties.

20 ii. Disputes Regarding Administration of Settlement. Any disputes  
21 not resolved concerning the administration of the Settlement will be  
22 resolved by the Court, under the laws of the State of California. Prior to  
23 any such involvement of the Court, counsel for the Parties will confer in  
24 good faith to resolve the disputes without the necessity of involving the  
25 Court.

26 c. Requests for Exclusion. The Notice shall state that Settlement Class  
27 Members who wish to exclude themselves from the Settlement must submit a  
28 written Request for Exclusion by the Response Deadline or, if applicable,

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Extended Response Deadline. A valid written Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number and/or the Employee ID number of the person requesting exclusion, (2) must be signed by the Settlement Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) must describe the Settlement Class Member's intent to request exclusion or to opt out, or words to that effect. If a Request for Exclusion is submitted that does not meet all of the foregoing requirements, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. However, if the date of the postmark is illegible, the Settlement Administrator shall take the earliest postmark date of other domestic First Class Mail items it receives in the mail that day. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Judgment entered in this Action, if the Settlement is finally approved by the Court.

i. No later than twenty-one (21) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for Defendant with a complete list of the names of all Settlement Class Members who have timely submitted valid, written Requests for Exclusion. Defendant also agrees to provide Plaintiffs and/or the Court the names of those Settlement Class Members who timely request exclusion from the Settlement if ordered by the Court for purposes of approving the Settlement

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or facilitating the administration of the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class to submit Requests for Exclusion from the Settlement.

ii. No later than thirty (30) calendar days after the Response Deadline, the Settlement Administrator will provide Defendant with an accounting of all payments and awards payable from the Gross Settlement Amount.

d. Objections. The Notice shall state that Settlement Class Members who wish to object to the Settlement may mail to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline or, if applicable, Extended Response Deadline. The date of the postmark on the return envelope shall be the exclusive means for determining that a Notice of Objection was timely submitted. However, if the date of the postmark is illegible, the Settlement Administrator shall take the earliest postmark date of other domestic First Class Mail items it receives in the mail that day. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name, address, and telephone number of the Settlement Class Member; (2) the last four digits of the Settlement Class Member’s Social Security number and/or the Employee ID number; (3) the basis for the objection; and (4) whether they/she intends to appear at the final approval hearing. However, a failure to express an intention of appearing or an intention of not appearing at the final approval hearing shall not preclude the Settlement Class Member from being heard at the final approval hearing. Class Counsel shall include all objections received and Plaintiff’s response(s) with Plaintiff’s motion for final approval of the Settlement. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.



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1 e. No Solicitation of Settlement Objections or Exclusions. The Parties agree  
2 to use their best efforts to carry out the terms of this Settlement. At no time shall  
3 any of the Parties or their counsel seek to solicit or otherwise encourage  
4 Settlement Class Members to submit either Notices of Objection to the  
5 Settlement or Requests for Exclusion from the Settlement, or to appeal from the  
6 Court’s Final Judgment.

7 36. Funding and Allocation of Gross Settlement Amount. Defendant will deposit  
8 \$250,000 in a Qualified Settlement Fund (“QSF”) within ten (10) days of the Effective Date.  
9 Defendant will deposit the remaining balance of the Gross Settlement Amount of \$250,000 in  
10 the QSF by or before December 31, 2021. Payments from the Gross Settlement Amount shall  
11 be made, as specified in this Agreement and approved by the Court, for: (1) Individual  
12 Settlement Payments to Settlement Class Members who do not request to be excluded, (2) Class  
13 Representative Enhancement Awards, (3) Class Counsel Award, (4) PAGA Payment, and  
14 (5) the Settlement Administration Costs. With each of the foregoing payments, Defendant shall  
15 pay the employer’s share of employer taxes on the wage portion of the Individual Settlement  
16 Payments in addition to the Gross Settlement Amount.

17 a. Individual Settlement Payments. Individual Settlement Payments will be  
18 paid from the Net Settlement Amount and shall be paid pursuant to the terms set  
19 forth herein. Individual Settlement Payments shall be mailed by regular First  
20 Class U.S. Mail to the respective Settlement Class Member’s last known mailing  
21 address within fourteen (14) calendar days after Defendant makes the second and  
22 final funding payment to the Settlement Administrator for disbursement under  
23 this Agreement. Individual Settlement Payments will be allocated as follows:  
24 65% as wages, 15% as penalties, and 20% as interest. Any checks issued to  
25 Settlement Class Members shall remain valid and negotiable for one hundred and  
26 eighty (180) days from the date of their issuance.

27 i. Calculation of Individual Settlement Payments. Defendant will  
28 calculate the Total Workweeks for each Settlement Class Member. The

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respective Total Workweeks for each Settlement Class Member will be divided by the Total Workweeks for all Settlement Class Members who do not opt out, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member’s Payment Ratio is then multiplied by the Net Settlement Amount to determine their or her Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated deductions for each Settlement Class Member. With the exception of the Class Representative Enhancement Awards for the Class Representative, Settlement Class Members are not eligible to receive any compensation under the Settlement other than Individual Settlement Payments.

b. Uncashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining uncashed for more than one hundred and eighty (180) calendar days after issuance, plus any accrued interest in the Settlement Administrator’s qualified settlement fund that has not otherwise been distributed, will be tendered to the California State Controller’s Office’s Unclaimed Property Division in the name of the Participating Class Member.

c. Plaintiffs’ General Release. In addition to Released Claims, Plaintiffs will make the following additional general release (“General Release”): Plaintiffs release Defendant and the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof. Plaintiffs stipulate and agree that they have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other provision under federal or state law, which provides:

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A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

d. Class Representative Enhancement Awards. Subject to Court approval, in exchange for the release of all Released Claims, a General Release under Section 1542 of the California Civil Code, and for their time, effort, and risk in bringing and prosecuting this matter, Plaintiffs Norma Aguilar and Olga Iturbide shall be paid up to Five Thousand Dollars (\$5,000) each, subject to Court approval. The Class Representative Enhancement Awards shall be paid directly to Plaintiffs from the Gross Settlement Amount no later than seven (7) calendar days after Defendant provides the settlement funds in full to the Settlement Administrator for disbursement under this Agreement. Any portion of the requested Class Representative Enhancement Awards that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiffs for their Class Representative Enhancement Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class Representative Enhancement Awards and shall hold harmless Defendant and Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Awards. The Class Representative Enhancement Awards shall be in addition to the Plaintiffs' Individual Settlement Payment as a Settlement Class Member.

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e. Class Counsel Award. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys’ fees not to exceed One Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars (\$166,667) of the Gross Settlement Amount. Defendant also agrees not to oppose any application or motion by Class Counsel for the reimbursement of actual costs of up to Thirty-Two Thousand Dollars (\$32,000), subject to submission of records to the Court, associated with Class Counsel’s prosecution of this Action from the Gross Settlement Amount, and Class Counsel agrees not to appeal any award of attorneys’ fees or costs. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and distributed to Settlement Class Members as provided in this Agreement. So long as there are no objections, Class Counsel shall be paid any Court-approved fees and costs no later than seven (7) calendar days after Defendant provides the settlement funds in full to the Settlement Administrator for disbursement under this Agreement. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099–MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys’ fees and costs.

f. PAGA Payment. Ten Thousand Dollars (\$10,000) shall be allocated to the release of Plaintiffs’ PAGA claim. From that allocation, the Settlement Administrator shall make the PAGA Payment to the California Labor and Workforce Development Agency in the amount of Seven Thousand Five Hundred Dollars (\$7,500). The PAGA Payment will be paid from the Gross Settlement Amount within fourteen (14) calendar days after Defendant provides the full Gross Settlement Amount to the Settlement Administrator for disbursement under this Agreement. The remaining Two Thousand Five

1 Hundred Dollars (\$2,500) of the amount allocated to the release of Plaintiffs'  
2 PAGA claim shall be included as part of the Net Settlement Amount for payment  
3 to Participating Class Members who do not request to be excluded from the  
4 Settlement.

5 g. Settlement Administration Costs. The Settlement Administrator shall be  
6 paid for the costs of administration of the Settlement from the Gross Settlement  
7 Amount. The capped cost of administration for this Settlement is Fifteen  
8 Thousand Five Hundred Dollars (\$15,500). The Settlement Administrator shall  
9 provide the Parties with a declaration to support the cost of administration. The  
10 Settlement Administrator shall be paid the Settlement Administration Costs no  
11 later than seven (7) calendar days after Defendant provides the settlement funds  
12 in full to the Settlement Administrator for disbursement under this Agreement.  
13 The Settlement Administrator, on Defendant's behalf, shall have the authority  
14 and obligation to make payments, credits and disbursements, including in the  
15 manner set forth herein, to Settlement Class Members and the Internal Revenue  
16 Service, calculated in accordance with the methodology set out in this Agreement  
17 and orders of the Court.

18 i. The Parties agree to cooperate in the Settlement Administration  
19 process and to make all reasonable efforts to control and minimize the  
20 cost and expenses incurred in administration of the Settlement. The  
21 Parties each represent they do not have any financial interest in the  
22 Settlement Administrator or otherwise have a relationship with the  
23 Settlement Administrator that could create a conflict of interest.

24 ii. The Settlement Administrator shall be responsible for: processing  
25 and mailing payments and associated tax forms to the Plaintiffs, Class  
26 Counsel, Settlement Class Members, the Internal Revenue Service, the  
27 California Labor and Workforce Development Agency, California State  
28 Treasury, the Unclaimed Property Division of the California State

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1                    Controller Office, printing, and mailing the Notice to the Settlement Class  
 2                    Members, as directed by the Court; receiving and reporting the Requests  
 3                    for Exclusion and Notices of Objection submitted by Settlement Class  
 4                    Members; completing all tax reporting, withholdings, and payments to the  
 5                    Internal Revenue Service; providing declaration(s) and reports as  
 6                    necessary in support of preliminary and final approval of this Settlement  
 7                    and upon completion of this settlement; and other tasks as the Parties  
 8                    mutually agree or the Court orders the Settlement Administrator to  
 9                    perform both before and after distribution of the Gross Settlement  
 10                    Amount. The Settlement Administrator shall keep the Parties timely  
 11                    apprised of the performance of all Settlement Administrator  
 12                    responsibilities.

13                    h.        No person shall have any claim against Defendant, Defense Counsel,  
 14                    Plaintiffs, Settlement Class Members, Class Counsel or the Settlement  
 15                    Administrator based on distributions and payments made in accordance with this  
 16                    Agreement.

17                    37.        Declarations by Settlement Administrator. The Settlement Administrator shall  
 18                    submit a declaration in support of Plaintiffs’ Motion for Preliminary Approval of this Settlement  
 19                    detailing its qualifications, experience, and estimated costs for administration of this Settlement.  
 20                    The Settlement Administrator shall submit a declaration in support of Plaintiffs’ Motion for  
 21                    Final Approval of this Settlement detailing the number of Notices mailed and re-mailed to  
 22                    Settlement Class Members, the number of undeliverable Notices, the number of timely and valid  
 23                    Requests for Exclusion, the number of timely and late objections received, if any, the amount of  
 24                    the average Individual Settlement Payment and maximum and minimum Individual Settlement  
 25                    Payments, the Settlement Administration Costs, and any other information as the Parties  
 26                    mutually agree or the Court orders the Settlement Administrator to provide. If the Motion for  
 27                    Final Approval is filed prior to the Response Deadline, the Settlement Administrator shall, if  
 28                    requested to do so, submit a Supplemental Declaration following the Response deadline,

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1 updating the information set forth above. Finally, the Settlement Administrator shall submit to  
2 Class Counsel a Declaration of Compliance Regarding Disbursement of the Net Settlement  
3 Amount to Participating Class Members, detailing the disbursement of funds and redirection of  
4 the uncashed checks to the Unclaimed Property Division, at least one (1) week before Class  
5 Counsel must file it with the Court.

6 38. Final Settlement Approval Hearing and Entry of Final Judgment. Upon  
7 expiration of the Response Deadline, with the Court’s permission, a Final Approval/Settlement  
8 Fairness Hearing shall be conducted to determine final approval of the Settlement along with the  
9 amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative  
10 Enhancement Awards, (iii) Individual Settlement Payments, (iv) the Settlement Administration  
11 Cost, and (v) the PAGA Payment. Pursuant to California Rule of Court 3.769(h), after granting  
12 final approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the  
13 judgment.

14 39. Omitted Class Members. If additional individuals not originally included on the  
15 Class List are discovered after Class Notices have been distributed and no later than fourteen  
16 (14) calendar days before the Final Approval Hearing, Defendant shall, in good faith, make a  
17 determination as to whether those individuals should be deemed Settlement Class Members and  
18 entitled to participate in the Settlement. If Defendant determines that the omitted individual is a  
19 Settlement Class Member, the third-party administrator shall mail the individual a Class Notice  
20 and recalculate the Individual Settlement Payments of all Settlement Class Members by the  
21 formula set forth herein to include any additional shifts worked by any additional individuals  
22 determined to be Settlement Class Members. The Omitted Class Member will have until thirty  
23 five (35) days before the Effective Date to submit a Request for Exclusion or Objection. The  
24 Omitted Class Member’s Request for Exclusion or Objection must comply with the terms of this  
25 Agreement to be deemed valid. If additional individuals not originally included on the Class  
26 List are discovered later than thirty-five (35) days before the Effective Date, those individuals  
27 shall not be deemed Settlement Class Members, will not receive payment, and will not release  
28 claims against Defendant or Released Parties. In the event there is a dispute regarding the Total

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1 Workweeks for the Omitted Class Member, the provisions of paragraph 35(b)(i) of this  
2 Agreement shall govern the dispute regarding the Total Workweeks for the Omitted Class  
3 Member.

4 40. Nullification of Settlement Agreement. In the event: (i) the Court does not enter  
5 an order for preliminary approval; (ii) the Court does not enter an order for final approval;  
6 (iii) the Court does not enter a Final Judgment, (iv) the Effective Date is not triggered, or (v) the  
7 Settlement does not become final for any other reason, this Settlement Agreement shall be null  
8 and void and any order or judgment entered by the Court in furtherance of this Settlement shall  
9 be treated as void from the beginning. In such case, Defendant shall not make any payment  
10 under this Agreement, and the Parties shall proceed in all respects as if this Agreement had not  
11 been executed, except that any fees already incurred by the Settlement Administrator shall be  
12 paid by Defendant.

13 41. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement  
14 Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and  
15 shall not have any effect on the eligibility for, or calculation of, any of the employee benefits  
16 (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiffs or Settlement Class  
17 Members.

18 42. Publicity. The Parties and their counsel agree that this Settlement is confidential  
19 (except for purposes of enforcement) and that neither party will issue or file a press release or  
20 other public or non-public representation regarding the settlement or otherwise publicize the terms  
21 of this Settlement, other than as necessary to obtain Court approval and effectuate the terms of  
22 the settlement. Plaintiffs will not disparage Defendant or its counsel. Plaintiffs will not speculate  
23 about the motivations behind the decision of Defendant to settle this Action. The Parties and their  
24 counsel agree that they will not initiate or have any contact with the press, respond to any press  
25 inquiry or have any communication with the press about this Action.

26 43. No Admission by Defendant. Defendant denies any and all claims alleged in this  
27 Action and denies all wrongdoing whatsoever. This Agreement is not a concession or  
28 admission of any liability or wrongdoing by Defendant, and it shall not be used against



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1 Defendant as an admission with respect to any claim of fault, concession or omission by  
2 Defendant.

3 44. Exhibits and Headings. The terms of this Agreement include the terms set forth  
4 in the attached exhibit, which is incorporated by this reference as though fully set forth herein.  
5 The exhibit to this Agreement is an integral part of the Settlement; however, the terms of this  
6 Agreement control in case of conflict. The descriptive headings of any paragraphs or sections  
7 of this Agreement are inserted for convenience of reference only.

8 45. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the  
9 Action, except such proceedings necessary to implement and complete the Settlement, pending  
10 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

11 46. Amendment or Modification. This Agreement may be amended or modified  
12 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

13 47. Entire Agreement. This Agreement and the attached exhibit constitute the entire  
14 Agreement among these Parties, and no oral or written representations, warranties or  
15 inducements have been made to any Party concerning this Agreement or its exhibit other than  
16 the representations, warranties and covenants contained and memorialized in the Agreement and  
17 its exhibit.

18 48. Authorization to Enter into Settlement Agreement. Counsel for the Parties  
19 warrant and represent they are expressly authorized by the Party whom they each represent to  
20 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by  
21 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
22 documents required to effectuate the terms of this Agreement. The Parties and their counsel  
23 will cooperate with each other and use their best efforts to effect the implementation of the  
24 Settlement. In the event the Parties are unable to reach an agreement on the form or content of  
25 any document needed to implement the Settlement, or on any supplemental provisions that may  
26 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance  
27 of the Court to resolve such disagreement. The person signing this Agreement on behalf of  
28 Defendant represents and warrants that they/she is authorized to sign this Agreement on behalf

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1 of Defendant. The person signing this Agreement on behalf of Plaintiffs represents and  
2 warrants that he/she is authorized to sign this Agreement and that they/she has not assigned any  
3 claim, or part of a claim, covered by this Settlement to a third-party.

4 49. Binding on Successors and Assigns. This Agreement shall be binding upon, and  
5 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

6 50. California Law Governs. All terms of this Agreement and the exhibit hereto  
7 shall be governed by and interpreted according to the laws of the State of California.

8 51. Counterparts. This Agreement may be executed in one or more counterparts. All  
9 executed counterparts together shall be deemed to be one and the same instrument.

10 52. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this  
11 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this  
12 Settlement after extensive arm’s-length negotiations, taking into account all relevant factors,  
13 present and potential.

14 53. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),  
15 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,  
16 implementation and enforcement of the terms of this Agreement and all orders and judgments  
17 entered in connection therewith, and the Parties and their counsel hereto submit to the  
18 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement  
19 embodied in this Agreement and all orders and judgments entered in connection therewith.

20 54. Invalidity of Any Provision. Before declaring any provision of this Agreement  
21 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible  
22 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
23 enforceable.

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[signatures to follow]

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**PLAINTIFFS**

Date: November 5, 2020

*Norma Aguilar*  
Norma Aguilar

Date: \_\_\_\_\_

\_\_\_\_\_  
Olga Iturbide

**CLASS COUNSEL**

Shegerian & Associates, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Cheryl A. Kenner  
Attorneys for Plaintiffs

**DEFENDANT**

Date: \_\_\_\_\_

\_\_\_\_\_  
Bryan Fiscalini  
On behalf of Defendant  
SANTA ROSA BERRY FARMS, LLC

**DEFENDANT'S COUNSEL**

Light Gabler

Date: \_\_\_\_\_

\_\_\_\_\_  
Glenn Dickinson  
Attorneys for Defendant

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**PLAINTIFFS**

Date: \_\_\_\_\_

Norma Aguilar

Date: noviembre 5, 2020

O I M  
Olga Iturbide

**CLASS COUNSEL**  
Shegerian & Associates, Inc.

Date: November 5, 2020

Cheryl Kerner  
Cheryl A. Kerner  
Attorneys for Plaintiffs

**DEFENDANT**

Date: \_\_\_\_\_

Bryan Fiscalini  
On behalf of Defendant  
SANTA ROSA BERRY FARMS, LLC

**DEFENDANT'S COUNSEL**  
Light Gabler

Date: \_\_\_\_\_

Glenn Dickinson  
Attorneys for Defendant

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**PLAINTIFFS**

Date: \_\_\_\_\_

Norma Aguilar

Date: \_\_\_\_\_

Olga Iturbide

**CLASS COUNSEL**

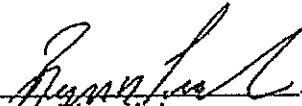
Shegerian & Associates, Inc.

Date: \_\_\_\_\_

Cheryl A. Kenner  
Attorneys for Plaintiffs

**DEFENDANT**

Date: 11/09/2020

  
Bryan Fiscalini  
On behalf of Defendant  
SANTA ROSA BERRY FARMS, LLC

**DEFENDANT'S COUNSEL**

Light Gabler

Date: 11-09-2020

  
Glenn Dickinson  
Attorneys for Defendant

**EXHIBIT 1**

Superior Court of the State of California for the County of Ventura

If you are or were employed by Santa Rosa Berry Farms, LLC you could get a payment from a class action and PAGA settlement.

*A court authorized this notice. This is not a solicitation from a lawyer.*

- Two former employees sued Santa Rosa Berry Farms, LLC (“Defendant”) in a class action, claiming Defendant did not provide its employees meal and rest periods, failed to pay minimum wages and overtime, failed to pay final wages upon separation of employment, failed to issue accurate wage statements, and committed unfair business practices based on the foregoing, and further is liable for civil penalties for the underlying alleged violations under the Private Attorneys General Act (PAGA).
- The lawsuit was settled for \$500,000. The settlement pays money to employees like you and releases Defendant from liability. For purposes of the settlement, the court allowed the lawsuit to be a class action on behalf of all current and former hourly and/or piece rate, nonexempt employees of Defendant who worked in the position of harvester, foreman, or puncher within the State of California at any time from March 11, 2015 through August 31, 2020.
- Court-appointed lawyers for the non-exempt, hourly employees will ask the Court for up to \$166,667 as fees for investigating the facts, litigating the case, and negotiating the settlement and for reimbursement of expenses of the lawsuit.
- The Court did not decide whether Defendant did anything wrong.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

<b>Your Legal Rights and Options in this Settlement</b>	
<b>Do Nothing</b>	<b>Stay in this lawsuit. Receive a share in the settlement amount.</b>
<b>Ask To Be Excluded</b>	<b>Get out of this lawsuit. Get No Benefits from it. Keep rights.</b> If you ask to be excluded, you will not share in the settlement amount. But you keep any rights to sue Defendant about the same legal claims in this lawsuit.
<b>Object</b>	<b>Write to the Court about why you object to the settlement.</b>
<b>Go to a Hearing</b>	<b>Appear in court at the hearing to object to the Settlement.</b>

- Your options – and the deadlines to exercise them – are explained in this notice.
- The Court still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. Please be patient.

**What This Notice Contains**

1. Why Did I get this Notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?
5. How do I know if I am part of the settlement?

**The Settlement Benefits—What You Get..... Page 3**

8. What does the settlement provide?
9. How much will my payment be?

**You Do Not Need to Do Anything to Get Your Payment..... Page 4**

10. How can I get a payment
11. When would I get my payment?
12. What am I giving up to get a payment or stay in the Class?

**Excluding Yourself from The Settlement..... Page 5**

13. How do I get out of the settlement?
14. If I don't exclude myself, can I sue Defendant for the same thing later?
15. If I exclude myself, can I get money from this settlement?

**The Lawyers Representing You..... Page 6**

16. Do I have a lawyer in the case?
17. How will the lawyers be paid?
18. What other expenses will be taken out of the settlement amount

**Objecting to The Settlement..... Page 7**

19. How do I tell the Court that I don't like the settlement?
20. What's the difference between objecting and excluding?

**The Court's Fairness Hearing..... Page 7**

21. When and where will the Court decide whether to approve the settlement?
22. Do I have to come to the hearing?
23. May I speak at the hearing?

**If You Do Nothing..... Page 8**

24. What happens if I do nothing at all?

**Getting More Information..... Page 8**

25. Are there more details about the settlement?
26. How do I get more information?

**Basic Information**

**Why did I get this notice package?**

Defendant's records show that you currently work, or previously worked, for Defendant as a non-exempt hourly employee in the position of harvester, foreman, or puncher, and you are or were paid on a piece-rate basis at some point from March 11, 2015 through August 31, 2020.



You have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the California Superior Court for the County of Ventura, and the case is known as *Norma Aguilar and Olga Iturbide v. Santa Rosa Berry Farms, LLC*, Case No. 56-2019-00525899-CU-OE-VTA. The persons who sued are called the Plaintiffs, and the company they sued, Santa Rosa Berry Farms, LLC, is called the Defendant.

**2. What is this lawsuit about?**

This lawsuit covers the hourly and/or piece rate, nonexempt employees of Defendant in California from March 11, 2015 through August 31, 2020, who worked in the position of harvester, foreman, or puncher. The lawsuit does not cover employees who worked in other positions. Plaintiffs claim Defendant did not provide meal and rest periods, failed to pay minimum wages and overtime, failed to pay final wages upon separation of employment, failed to issue accurate wage statements, and committed unfair business practices based on the foregoing, and further is liable for civil penalties for the underlying alleged violations under the Private Attorneys General Act (PAGA).

Defendant denies that it did anything wrong.

**3. Why is this a class action?**

In a class action, one or more people called a Class Representative (in this case Norma Aguilar and Olga Iturbide), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. California State Court Judge Matthew P. Guasco is in charge of this class action.

**4. Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representative and the attorneys think the settlement is best for all Class Members.

**5. How do I know if I am part of the settlement?**

Judge Matthew P. Guasco decided that everyone who fits this description is a Class Member for settlement purposes: the hourly and/or piece rate, nonexempt employees of Defendant in California from March 11, 2015 through August 31, 2020, who worked in the position of harvester, puncher, or foreman. The settlement does not cover employees who worked in other positions, such as assistant, forklift operator, irrigator, laborer, machine driver, machine helper, mechanic, sprayer, stacker, supervisor, tractor driver, trailer, truck driver, water truck driver, or weedwacker.

**The Settlement Benefits – What You Get**

**6. What does the settlement provide?**

Defendant has agreed to create a fund of approximately \$268,333 to be divided among all Class Members who do not “exclude” themselves from the settlement. A description of how to “exclude” yourself is provided below, in Question 13.

**7. How much will my payment be?**

Your share of the fund will depend on the number of Class Members that participate (i.e., the number of Class Members who do not “exclude” themselves), and how many weeks you worked for Defendant. Here’s how it works:

A “workweek” is considered to be any week that you worked for Defendant from March 11, 2015 through August 31, 2020. Defendant and another company called CPT Group, Inc. (which is going to be the administrator of this settlement, if the court approves the settlement) are gathering all of the data necessary to calculate how many “workweeks” there are in *total* among *all* of the Class Members.

After fees and costs are paid out of the settlement amount (the fees and costs are discussed in Questions 17 and 18, below), the leftover amount of money that will be distributed to the Class is called the Net Settlement Amount. The Settlement Administrator will then divide the Net Settlement Amount by the total amount of workweeks to figure out how much money each class member will receive for *each* workweek that they worked for Defendant. This amount of money is called the “Workweek Value.”

Each Class Member will receive an amount of money which is equal to the number of Workweeks he or she worked for Defendant multiplied by the workweek value.

For example, if the Workweek Value is \$7.00 and a Class Member worked for 100 Workweeks, that Class Member will receive \$700.

Sixty-five percent (65%) of your individual settlement amount will be considered “wages,” which means that you will be issued a Form W-2 and payroll taxes will be taken out of that payment. Thirty-five percent (35%) of your individual settlement amount will be considered “interest and penalties,” which means that you will be issued a Form 1099 (and payroll taxes will not be taken out).

You should remember that you are responsible for your own tax obligations that are associated with any money that you get from this settlement.

The number of workweeks you worked as a non-exempt hourly employee for Defendant from March 11, 2015 through August 31, 2020, will be calculated based on Defendant’s records. If you feel that you were not credited with the correct number of workweeks worked, you may submit evidence to the Settlement Administrator on or before [insert date of Response Deadline] with documentation to establish the number of pay periods you claim to have actually worked during the Class Period. The Plaintiffs and the Defendant and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be credited to you. The Settlement Administrator will make the final decision as to how many weeks are credited and report the outcome to you. If you are dissatisfied with the decision, you may submit an Objection, as discussed below.

**3. What if my address changes?**

If you move after receiving this notice or if it was misaddressed, please complete the change of address form (which you should have received in this notice packet) and mail it to the Settlement Administrator at:

CPT Group, Inc:  
[address]  
[address]  
Telephone: (XXX) XXX-XXXX

It is important that you send in your change of address form so that future notices and/or the settlement payment can reach you.

**You Do Not Need To Do Anything In Order To Get Your Payment**

**9. How can I get a payment?**

You do not need to do anything to get your payment. If you are a Class Member (as defined above in Question #5), and received this notice, you are automatically included in the settlement and do not need to take any further action to receive a payment.

**10. When would I get my payment?**

The Court will hold a hearing on [insert final approval hearing date], 2021, to decide whether to approve the settlement. If Judge Matthew P. Guasco approves the settlement, there may be appeals. Resolving an appeal can take time, perhaps more than a year. Class Members who did not “exclude” themselves will be informed of the progress of the settlement. Please be patient.

**11. What am I giving up to stay in the Class and get a payment?**

Unless you exclude yourself, you are staying in the Class, and that means that you can’t sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues in this case. It also means that all of the Court’s orders will apply to you and legally bind you. If you do not exclude yourself, then you will agree to a “Release of Claims.” These claims are the legal claims that you give up if you get the settlement benefit, and they are:

- (1) Failure to Provide Meal Periods;
- (2) Failure to Provide Rest Breaks;
- (3) Failure to Pay Overtime Wages;
- (4) Failure to Pay Minimum Wages;
- (5) Failure to Furnish Timely and Accurate Wage Statements;
- (6) Failure to Pay All Wages Upon Separation;
- (7) Violation of California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*; and
- (8) Civil Penalties for Violations of Labor Code, Pursuant to California’s Private Attorneys General Act (“PAGA”), §§ 2698, *et seq.*

**12. Can I get a settlement payment if I still work for Defendant?**

Yes. If you are still working for Defendant, this settlement will not affect your employment.

California law strictly prohibits retaliation. Defendant will not take any adverse action against you, and will not target, retaliate, harass or discriminate against you or any other Class Member because of your decision to participate or not to participate in the settlement.

**Excluding Yourself from the Settlement**

**13. How do I get out of the settlement?**

If you do not want to take part in the settlement, you can exclude yourself. To exclude yourself from the settlement, you must send a letter or postcard postmarked no later than [insert response deadline] with your name, telephone number, and signature. The request for exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE SANTA ROSA BERRY FARM LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE.”

Send the Request for Exclusion directly to the Settlement Administrator at the following address:

CPT Group, Inc.  
[address]  
[address]  
Telephone: (XXX) XXX-XXXX

You must mail the Request for Exclusion no later than [insert response deadline]. Any person who submits a timely request to be excluded from the settlement will, upon receipt, no longer be a Class Member, will not receive any money from the Settlement, and cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendant in the future for the claims that were brought in this lawsuit.

**14. If I do not exclude myself, can I sue Defendant for the same thing later?**

No, not for the same thing, unless it is only for the time period *after* August 31, 2020. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [insert response deadline].

**15. If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, you will not receive any money from the settlement. But, you may sue, continue to sue, or be part of a different lawsuit against Defendant.

**The Lawyers Representing You**

**16. Do I have a lawyer in this case?**

The Court has appointed Shegerian & Associates, Inc., to represent you and the other Class Members. These lawyers are called “Class Counsel.” You will not be personally charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers be paid?**

Class counsel have been prosecuting this lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. To date, Class Counsel have aggressively litigated many aspects of the case including review of many documents, telephonic interviews and conferences, settlement efforts and a mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will collectively ask for fees of up to one-third of the Settlement Amount (which equals \$166,667) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit. Class Counsel also will ask for reimbursement of up to \$32,000 for the costs Class Counsel incurred in connection with the Lawsuit. The Court may award less than these amounts.

**18. What other expenses are taken out of the total settlement amount?**

Defendant has agreed to pay \$500,000 to resolve the claims that were brought in this lawsuit. Under the terms of the Settlement Agreement (which you can view at [www. . . . .com/xxxxx](http://www. . . . .com/xxxxx)), up to \$15,500 will be paid from the settlement amount to CPT Group, Inc., who is sending this notice to you, and who will act as the Settlement Administrator and will perform all the administrative duties related to this settlement.

Class Counsel will also ask the Court to award the Class Representatives, Norma Aguilar and Olga Iturbide, service payments of \$5,000 each, to compensate them for their service and extra work provided on behalf of the Class Members. The Class Representatives will also receive a share of the settlement as a class member.

Last, \$10,000 of the Settlement Amount will be allocated to Plaintiffs' penalty claim under the Private Attorneys General Act of 2004 ("PAGA"). Of this amount, \$7,500 will be paid to the California Labor Workforce Development Agency (the "LWDA") in satisfaction of the claims for penalties under PAGA as required by California law.

**Objecting to the Settlement**

You can tell the Court that you don't agree with the settlement or some part of it.

**19. 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. To object, you must send a letter or postcard to the Settlement Administrator with your name, telephone number, address and dates of employment with Defendant saying that you object to the settlement in *Norma Aguilar and Olga Iturbide v. Santa Rosa Berry Farms, LLC*, Case No. 56-2019-00525899-CU-OE-VTA.

Be sure to include your name, address, telephone number, dates of employment, signature, and the reasons you object to the settlement. Mail the objection to the Settlement Administrator by no later than [insert response deadline] at:

CPT Group, Inc.  
[address]  
[address]  
Telephone: (XXX) XXX-XXXX

**20. What's the difference between objecting and 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. If you exclude yourself, you cannot object because the case no longer affects you.

**The Court's Fairness Hearing**

The Court will hold a Fairness Hearing to decide whether to approve the settlement.

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

The Court will hold a Fairness Hearing at [time] on [date] at the Superior Court of California for the County of Ventura, located at 800 South Victoria Avenue, Department 20, Ventura, CA 93009. 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 Matthew P. Guasco will listen to Class Members who have asked to speak at the hearing. The Court may also decide how much money to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

**22. Do I have to come to the Fairness Hearing?**

No. Class Counsel will answer any questions Judge Matthew P. Guasco may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You also may pay your own lawyer to attend if you wish, but it's not necessary.

**23. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must timely submit a written objection and notice of intention to appear at the Fairness Hearing, and serve a copy to the settlement administrator at the following address:

CPT Group, Inc.  
[address]  
[address]  
Telephone: (XXX) XXX-XXXX

Your "Notice of Objection" must be postmarked no later than [insert response deadline].

You cannot speak at the hearing if you excluded yourself.

**If You Do Nothing**

**24. What happens if I do nothing at all?**

If you are a Class Member (as defined above in Question #5), and you received this notice, you are automatically included in the settlement and do not need to take any further action to receive a payment. If you do nothing, and if the Court approves the settlement, then you will receive your payment in the mail, which will be your portion of the settlement.

**Getting More Information**

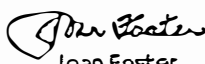
**25. Are there more details about the settlement?**

This notice summarizes the proposed settlement. More details are in a document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [www.\\_\\_\\_\\_\\_.com/xxxxx](http://www._____.com/xxxxx).

**PLEASE DO NOT CALL OR CONTACT THE COURT.** If you have any questions about the settlement, you may contact the Settlement Administrator at: xxx-xxx-xxxx or by email at [ckenner@shegerianlaw.com](mailto:ckenner@shegerianlaw.com). You may also contact Class Counsel at the following address and phone number:

Cheryl A. Kenner  
SHEGERIAN & ASSOCIATES, INC.  
145 S. Spring Street, Suite 400  
Los Angeles, CA 90012  
Telephone Number: (424) 231-0178

# EXHIBIT B

Electronically  
**FILED**  
by Superior Court of California  
County of Ventura  
01/26/2021  
MICHAEL D. PLANET  
Executive Officer and Clerk  
  
Joan Foster  
Deputy Clerk

1 Carney R. Shegerian, State Bar No. 150461  
CShegerian@Shegerianlaw.com  
2 Anthony Nguyen, State Bar No. 259154  
ANguyen@Shegerianlaw.com  
3 Cheryl A. Kenner, State Bar No. 305758  
CKenner@Shegerianlaw.com  
4 **SHEGERIAN & ASSOCIATES, INC.**  
145 S. Spring Street, Suite 400  
5 Los Angeles, California 90012  
Telephone Number: (310) 860-0770  
6 Facsimile Number: (310) 860-0771

7 Attorneys for Plaintiffs, NORMA AGUILAR,  
and OLGA ITURBIDE, and all others similarly  
8 situated and aggrieved

9 Glenn Dickinson, State Bar No. 159753  
gdickinson@lightgablerlaw.com  
10 Jaclyn Joyce, State Bar No. 285124  
jjoyce@lightgablerlaw.com  
11 **LIGHTGABLER**  
760 Paseo Camarillo, Ste. 300  
12 Camarillo, CA 93010

13 Attorneys for Defendant  
14 **SANTA ROSABERRY FARMS, LLC**

15  
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **COUNTY OF VENTURA**

18 NORMA AGUILAR; OLGA ITURBIDE,  
individually; on behalf of themselves and all  
19 others similarly situated and aggrieved,

20 Plaintiff,

21 v.

22 SANTA ROSA BERRY FARMS, LLC, a  
California Limited Liability Company; and  
23 DOES 1 to 100, inclusive,

24 Defendants.

Case No.: 56-2019-00525899-CU-OE-VTA

[Assigned to the Hon. Matthew P. Guasco]

**JOINT STIPULATION TO AMEND  
SETTLEMENT AGREEMENT**

[filed concurrently with [Proposed] Order]

Complaint Filed: March 11, 2019  
Department: 20  
Trial Date: None

25 Plaintiffs NORMA AGUILAR and OLGA ITURBIDE (“Plaintiffs”) and Defendant SANTA  
26 ROSA BERRY FARMS, LLC (“Defendant”), collectively, the “Parties,” by and through their counsel  
27 of record, jointly stipulate and agree as follows:  
28



1           1.       Plaintiffs filed this class action and representative action complaint against Defendant on  
2       March 11, 2019. The plaintiffs subsequently amended their complaint twice by Joint Stipulation.

3           2.       The majority of Defendant’s employees work together in harvesting teams in the  
4       agricultural fields, in one of three positions: harvester, puncher, or foreman. One of the named class  
5       representatives was a puncher, and the other was a foreman. Defendant also employs a number of other  
6       types of employees, who do not work in the harvesting teams but perform other farm tasks, working  
7       independently from the harvesting teams. These other positions comprise approximately 7% of the  
8       hourly, nonexempt employees who have worked for the defendant during the Class Period. The  
9       remaining 93% of hourly, nonexempt employees worked on the harvesting teams.

10          3.       At an early stage in the litigation, Defendant asserted the argument that the named  
11       plaintiffs could not serve as class representatives for the non-harvest employees, because this latter  
12       group were not paid on the same piece rate basis as the harvesting teams, and they also followed  
13       different schedules for meal and rest breaks. While the plaintiffs did not expressly concede this point,  
14       the parties’ discovery efforts and settlement negotiations have focused on the 93 percent of hourly,  
15       nonexempt employees who worked on the harvest teams.

16          4.       The parties attended a mediation by videoconference link with mediator Jeffrey Krivis  
17       on August 10, 2020. The class data that was used by both parties in preparing for the mediation  
18       consisted of only the employees who worked in the three harvest positions, and not any employees in  
19       the other positions. On that basis, the parties reached a settlement as to the class of persons who  
20       worked in any of the three harvest positions, with the intention that the employees not in any of those  
21       harvest positions would be excluded from the settlement. The parties executed a Class Action  
22       Settlement Agreement (the “Settlement Agreement”) on November 9, 2020.

23          5.       However, in drafting the Settlement Agreement, the parties inadvertently failed to limit  
24       the settlement to harvest employees. The Settlement Agreement defines the class as “all current and  
25       former hourly and/or piece rate, nonexempt employees of Defendant within the State of California at  
26       any time during the Class Period.”

27          6.       The parties agree that this class definition is overbroad, as it includes non-harvest  
28       employees, which is not in line with what the parties intended in the settlement.

1           7.       The parties further agree that the correct definition of the settlement class is as follows:  
2       “all current and former hourly and/or piece rate, nonexempt employees of Defendant who worked in  
3       the position of harvester, foreman, or puncher within the State of California at any time during the  
4       Class Period, but excluding employees who worked in the positions of assistant, forklift operator,  
5       irrigator, laborer, machine driver, machine helper, mechanic, sprayer, stacker, supervisor, tractor  
6       driver, trailer, truck driver, water truck driver, or weedwacker.”

7           8.       The parties agree that amending the Settlement Agreement to substitute this amended  
8       definition of the settlement class is merely a clarification of the parties’ understanding at the time of  
9       the settlement. This revision does not change the class size or number of workweeks, since the  
10       settlement always excluded the non-harvest employee group.

11          9.       Accordingly, the parties stipulate and agree that paragraph 27 of the Settlement  
12       Agreement shall be amended as follows:

13               **Current Provision:**

14               27. “Settlement Class Members” means all current and former hourly and/or piece  
15               rate, nonexempt employees of Defendant within the State of California at any  
16               time during the Class Period.

17               **Amended Provision:**

18               27. “Settlement Class Members” means all current and former hourly and/or piece  
19               rate, nonexempt employees of Defendant who worked in the position of harvester,  
20               foreman, or puncher within the State of California at any time during the Class  
21               Period, but excluding employees who worked in the positions of assistant, forklift  
22               operator, irrigator, laborer, machine driver, machine helper, mechanic, sprayer,  
23               stacker, supervisor, tractor driver, trailer, truck driver, water truck driver, or  
24               weedwacker.”

25       **SO STIPULATED.**

26       ///

27       ///

28       ///

1 Dated: January 25, 2021

SHEGERIAN & ASSOCIATES, INC.

2  
3 By: Cheryl Kenner  
Carney R. Shegerian  
Anthony Nguyen  
Cheryl A. Kenner

4  
5 Attorneys for Plaintiffs, Norma Aguilar and Olga  
6 Iturbide, and all others similarly situated and  
7 aggrieved

8  
9 Dated: January 25, 2021

LIGHTGABLER

10  
11 By: Glenn Dickinson  
Glenn Dickinson  
12 Jaclyn Joyce

13 Attorneys for Defendants, SANTA ROSA BERRY  
14 FARMS, LLC  
15  
16  
17  
18  
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20  
21  
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25  
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3 PROOF OF SERVICE

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

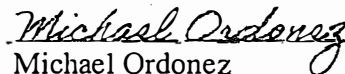
5 I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and  
6 not a party to the within action; my business address is 145 S Spring Street, Suite 400, Los Angeles,  
California 90012.

7 On January 26, 2021, I served the foregoing document, described as **JOINT STIPULATION FOR  
LEAVE TO FILE THIRD AMENDED COMPLAINT** on all interested parties in this action by placing  
8 a true copy thereof in a sealed envelope, addressed as follows:

9 Glenn Dickinson 10 Jaclyn Joyce 11 LIGHTGABLER 12 760 Paseo Camarillo, Ste. 300 13 Camarillo, CA 93010	g dickinson@lightgablerlaw.com j joyce@lightgablerlaw.com  <i>Attorneys for Defendant Santa Rosa Berry Farms</i>
--	---

- 14  (BY MAIL) I placed such envelope, with postage thereon prepaid, in the United States mail at  
15 Santa Monica, California. I am "readily familiar" with the firm's practice of collecting and  
16 processing correspondence for mailing. Under that practice, it would be deposited with the U.S.  
17 Postal Service on that same day, with postage thereon fully prepaid, at Santa Monica, California,  
18 in the ordinary course of business. I am aware that, on motion of the party served, Service is  
19 presumed invalid if the postal cancellation or postage meter date is more than one day after the  
20 date of deposit for mailing in this affidavit.
- 21  (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the attorney at  
the offices of the addressee.
- 22  (BY FED EX) I placed such envelope in a designated Federal Express pick-up box at Santa  
Monica, California.
- 23  (BY ELECTRONIC MAIL) I sent such document via electronic mail to the email address(es)  
noted above.
- 24  (STATE) I declare, under penalty of perjury under the laws of the State of California, that the  
above is true and correct.

25 Executed on January 26, 2021, at Los Angeles, California.

26   
27 Michael Ordonez

Ventura Superior Court Accepted through eDelivery submitted 02-18-2021 at 08:23:41 AM

RECEIVED

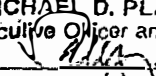
VENTURA SUPERIOR COURT

01/26/21

1 Carney R. Shegerian, State Bar No. 150461  
2 CShegerian@Shegerianlaw.com  
3 Anthony Nguyen, State Bar No. 259154  
4 ANguyen@Shegerianlaw.com  
5 Cheryl A. Kenner, State Bar No. 305758  
6 CKenner@Shegerianlaw.com  
7 SHEGERIAN & ASSOCIATES, INC.  
8 145 S. Spring Street, Suite 400  
9 Los Angeles, California 90012  
10 Telephone Number: (310) 860-0770  
11 Facsimile Number: (310) 860-0771

VENTURA  
SUPERIOR COURT  
FILED

FEB 04 2021

MICHAEL D. PLANET  
Executive Officer and Clerk  
BY:  Deputy

MIRIAM HERNANDEZ

7 Attorneys for Plaintiffs, NORMA AGUILAR,  
8 and OLGA ITURBIDE, and all others similarly  
9 situated and aggrieved

9 Glenn Dickinson, State Bar No. 159753  
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11 Jaclyn Joyce, State Bar No. 285124  
12 jjoyce@lightgablerlaw.com  
13 LIGHTGABLER  
14 760 Paseo Camarillo, Ste. 300  
15 Camarillo, CA 93010

13 Attorneys for Defendant  
14 SANTA ROSA BERRY FARMS, LLC

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF VENTURA

18 NORMA AGUILAR; OLGA ITURBIDE,  
19 individually; on behalf of themselves and all  
20 others similarly situated and aggrieved,

20 Plaintiff,

21 v.

22 SANTA ROSA BERRY FARMS, LLC, a  
23 California Limited Liability Company; and  
24 DOES 1 to 100, inclusive,

24 Defendants.

Case No.: 56-2019-00525899-CU-OE-VTA

[Assigned to the Hon. Matthew P. Guasco]

[~~PROPOSED~~] ORDER GRANTING JOINT  
STIPULATION TO AMEND  
SETTLEMENT AGREEMENT

Complaint Filed: March 11, 2019  
Department: 20  
Trial Date: None

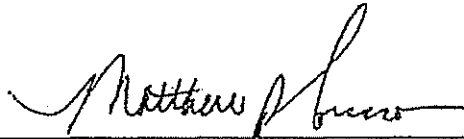
25 Having considered the parties' Joint Stipulation to Amend Settlement Agreement, together with  
26 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and the evidence and arguments in  
27 support thereof, and GOOD CAUSE appearing, IT IS HEREBY ORDERED that paragraph 27 of the Class  
28

1 Action Settlement Agreement be delcted in its entirety and replaced by the following:

2 27. "Settlement Class Members" means all current and former hourly and/or piece  
3 rate, nonexempt employees of Defendant who worked in the position of harvester,  
4 foreman, or puncher within the State of California at any time during the Class  
5 Period, but excluding employees who worked in the positions of assistant, forklift  
6 operator, irrigator, laborer, machine driver, machine helper, mechanic, sprayer,  
7 stacker, supervisor, tractor driver, trailer, truck driver, water truck driver, or  
8 weedwacker.

9 IT IS SO ORDERED.

10 Dated: FEB 04 2021



11 Hon. Matthew P. Guasco  
12 Ventura County Superior Court

3 PROOF OF SERVICE

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

5 I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and  
6 not a party to the within action; my business address is 145 S Spring Street, Suite 400, Los Angeles,  
7 California 90012.

8 On January 26, 2021, I served the foregoing document, described as [PROPOSED] ORDER  
9 GRANTING JOINT STIPULATION TO AMEND SETTLEMENT AGREEMENT on all interested  
10 parties in this action by placing a true copy thereof in a scaled envelope, addressed as follows:

11 Glenn Dickinson 12 Jaclyn Joyce 13 LIGHTGABLER 14 760 Paseo Camarillo, Ste. 300 15 Camarillo, CA 93010	16 gdickinson@lightgablerlaw.com 17 jjoycc@lightgablerlaw.com 18 <i>Attorneys for Defendant Santa Rosa Berry 19 Farms</i>
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20  (BY MAIL) I placed such envelope, with postage thereon prepaid, in the United States mail at  
21 Santa Monica, California. I am "readily familiar" with the firm's practice of collecting and  
22 processing correspondence for mailing. Under that practice, it would be deposited with the U.S.  
23 Postal Service on that same day, with postage thereon fully prepaid, at Santa Monica, California,  
24 in the ordinary course of business. I am aware that, on motion of the party served, Service is  
25 presumed invalid if the postal cancellation or postage meter date is more than one day after the  
26 date of deposit for mailing in this affidavit.

27  (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the attorney at  
28 the offices of the addressee.

(BY FED EX) I placed such envelope in a designated Federal Express pick-up box at Santa  
Monica, California.

(BY ELECTRONIC MAIL) I sent such document via electronic mail to the email address(es)  
noted above.

(STATE) I declare, under penalty of perjury under the laws of the State of California, that the  
above is true and correct.

Executed on January 26, 2021, at Los Angeles, California.

24 *Michael Ordonez*  
25 Michael Ordonez

Ventura Superior Court Accepted through eDelivery submitted 02-18-2021 at 08:23:41 AM  
Ventura Superior Court Accepted through eDelivery submitted 01-26-2021 at 11:49:26 AM

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AGUILAR; ITURBIDE; et al. v. SANTA ROSA BERRY FARMS, LLC; et al.  
VENTURA CASE NO.: 56-2019-00525899-CU-OE-VTA

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 145 S. Spring Street, Suite 400, Los Angeles, California, 90012.

On February 17, 2021, I served the foregoing document, described as [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT on all interested parties in this action by emailing a true copy thereof as follows:

Glenn Dickinson Jaclyn Joyce <b>LIGHTGABLER</b> 760 Paseo Camarillo, Ste. 300 Camarillo, CA 93010	gdickinson@lightgablerlaw.com jjoyce@lightgablerlaw.com  <i>Attorneys for Defendant Santa Rosa Berry Farms</i>
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- (BY MAIL) I placed such envelope, with postage thereon prepaid, in the United States mail at Santa Monica, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Santa Monica, California, in the ordinary course of business. I am aware that, on motion of the party served, Service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.
- (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the attorney at the offices of the addressee.
- (BY FED EX) I placed such envelope in a designated Federal Express pick-up box at Santa Monica, California.
- (BY ELECTRONIC MAIL) I sent such document via electronic mail to the email address(es) noted above.

Executed on February 17, 2021, at Los Angeles, California.

*Michael Ordonez*  
Michael Ordonez