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DEPUTY, SANTA CRUZ COUNTY

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CRUZ

ANTONIO BONILLA and ROBERTA
SANCHEZ individually, and on behalf of
all others similarly situated,

Plaintiffs,

vs.

REITER BERRY FARMS, INC., a
California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 21CV02962

**~~PROPOSED~~ ORDER OF
FINAL APPROVAL OF CLASS-ACTION
SETTLEMENT AND JUDGMENT**

Dept.: 5

Date: June 12, 2025

Time: 8:30 a.m.

1 WHEREAS, Plaintiffs Antonio Bonilla and Roberta Sanchez (hereafter "Plaintiffs") have
2 filed their Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees,
3 Costs, Administration Costs, And Class Representative Service Payments.

4 On June 11, 2025, the Court issued a tentative ruling based on the pleadings submitted as
5 follows:

6 **No. 21CV02962**

7 **BONILLA et al. v. REITER BERRY FARMS INC.**

8 **(UNOPPOSED) PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS**
9 **ACTION AND PAGA SETTLEMENT**

10 **(UNOPPOSED) PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS,**
11 **ADMINISTRATIVE COSTS, AND REPRESENTATIVE SERVICE PAYMENTS**

12 Based on the pleadings submitted, the settlement is entitled to a presumption of fairness
13 and no evidence having been presented to overcome the presumption, the motion for final approval
14 is granted. The Court further determines there were no objections to the settlement by class
15 members.

16 Notice to prevailing parties: Local Rule 2.10.01 requires you to submit a proposed formal
17 order incorporating, verbatim, the language of any tentative ruling – or attaching and incorporating
18 the tentative by reference - or an order consistent with the announced ruling of the Court, in
19 accordance with California Rule of Court 3.1312. Such proposed order is required even if the
20 prevailing party submitted a proposed order prior to the hearing (unless the tentative is simply to
21 "grant"). Failure to comply with Local Rule 2.10.01 may result in the imposition of sanctions
22 following an order to show cause hearing, if a proposed order is not timely filed.

23 The matter was heard on June 12, 2025, at 8:30 a.m. in Department 5 of the above-
24 referenced Court. Counsel for Plaintiffs and Defendants Reiter Berry Farms, Inc. ("Defendant")
25 appeared. Having considered the papers filed by all parties and the proceedings had and otherwise
26 being fully informed.
27
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IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Final Approval Order and Judgment (“Order”) incorporates by reference the definitions in the Class Action and PAGA Settlement Agreement (the “Agreement” or “Settlement Agreement” or “Settlement”) filed in this matter. All terms defined in the Settlement Agreement shall have the same meaning in this Order. Solely for purposes of effectuating the Settlement, the Court has certified a Class defined as follows: all current and former non-exempt employees of Defendant in California at any time from December 10, 2017 through February 4, 2025.

2. The Court further approves the terms of settlement relating to Aggrieved Employees for the PAGA claim defined as follows: all current and former non-exempt employees of Defendant in California at any time from November 12, 2020 through February 4, 2025.

3. This Court has jurisdiction over the subject matter of this litigation and over all parties to the litigation, including Plaintiffs and the Class Members.

4. The Court finds that pursuant to the Preliminary Approval Order, the Settlement Administrator mailed a Class Notice to Class Members (and Plaintiff, on behalf of herself and as agent and proxy on behalf of the LWDA). The Class Notice fairly and adequately informed Class Members (and PAGA Aggrieved Employees) of the terms of the proposed Settlement and the benefits available to Class Members/Aggrieved Employees thereunder. The Class Notice further informed Class Members (and PAGA Aggrieved Employees) of the pendency of the Action, of the proposed Settlement, of Class Members’ right (and that of PAGA Aggrieved Employees) to receive their share of the Settlement (if approved), of the scope and effect of the Released Claims, of the preliminary Court approval of the proposed Settlement, of exclusion and objection forms for Class Members (not PAGA Aggrieved Employees), timing and procedures, of the date of the Final Approval Hearing, and of the right to attend the Final Approval Hearing. Class Members had adequate time to consider this information and to use the procedures identified in the Class Notice. The Court finds and determines that this notice procedure afforded adequate protection to Class Members/Aggrieved Employees and provides the basis for the Court to make an informed

1 decision regarding approval of the Settlement based on the responses of Class Members and met
2 applicable requirements of due process.

3 5. The Court finds that 2 individuals opted out of the Settlement.

4 6. The Court finds 0 valid objections were submitted to the Settlement.

5 7. The Court finds that the Settlement offers significant monetary recovery to Class
6 Members (and PAGA Aggrieved Employees) and finds that such recovery is fair, adequate and
7 reasonable when balanced against further litigation related to liability and damages issues. The
8 Court further finds that the Parties have conducted significant investigation, formal and informal
9 discovery, research and litigation such that counsel for the Parties are able to reasonably evaluate
10 their respective positions at this time. The Court finds that the proposed Settlement, at this time,
11 will avoid substantial additional time and costs for all Parties, as well as avoid the risks and delay
12 inherent to further prosecution of the claims being alleged. The Court further finds that the Parties
13 reached the Settlement as the result of serious and non-collusive, arms-length negotiations. Thus,
14 the Court approves the Settlement set forth in the Settlement and finds that the Settlement is, in
15 all respects, fair, adequate and reasonable, and consistent with and in compliance with California
16 law, and orders the Parties to effectuate the Settlement according to its terms.

17 8. The Court further finds and orders as follows:

18 a. Plaintiffs are adequate representatives of the Settlement Class and PAGA
19 Aggrieved Employees and it appoints them as Class Representatives. Furthermore, it
20 approves payment of a Class Representative Service Payment in the amount of \$12,500
21 to each Plaintiff. These payments are to come out of the Gross Settlement Amount in
22 recognition of their service on behalf of the Class, which is in addition to their payments
23 as Settlement Class Members and PAGA Aggrieved Employees. The Class
24 Representative Service Payments will be paid in accordance with the terms of the
25 Settlement.

26 b. The Court further finds that Ian M. Silvers of Bisnar | Chase LLP and Richard
27 Alpers of Alpers Law Group, Inc. have adequately represented the Settlement Class
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1 including for the purpose of entering into and implementing the Settlement, and they are
2 appointed as Class Counsel. Furthermore, the Court approves Class Counsels' request for
3 Attorney's Fees in the amount of \$2,143,750, and Costs of \$28,098.56. The Attorney's
4 fees and litigation expenses shall be paid in accordance with the Settlement. The Parties
5 are to bear their own attorney's fees and costs, except as otherwise provided in this
6 paragraph.

7 c. The Court approves the Settlement Administration Fee of \$88,250 for the first
8 distribution to be paid to ILYM Group out of the Gross Settlement Amount and up to
9 \$35,000 for any second distribution (if triggered under the Settlement Agreement) to be
10 paid out of any uncashed checks amount, with the amount to be approved at the Final
11 Accounting Compliance Hearing. The Court further orders ILYM Group to distribute
12 payment of the settlement funds in accordance with the terms of the Settlement.

13 d. The Court approves the PAGA Payment of \$200,000.00, with \$150,000 going to
14 the LWDA and \$50,000 to be paid to Aggrieved Employees as provided in the Settlement
15 Agreement.

16 e. The Court approves the payments to the Settlement Class Members and PAGA
17 Aggrieved Employees, according to the terms of the Settlement Agreement and this Order.

18 f. In accordance with the terms of the Settlement, the Court orders that all
19 Participating Class Members (and PAGA Aggrieved Employees), regardless of whether
20 or not they cash any individual settlement amount check, will be bound by the releases
21 detailed in the Settlement and this Order.

22 9. Upon the occurrence of the Effective Date, as defined in the Settlement
23 Agreement, the Court hereby orders that all Participating Class Members shall be deemed to have
24 released the "Released Claims" against Released Parties, for the following released claims:

25 all claims that were alleged, or reasonably could have been alleged, based on the
26 Class Period facts stated in the Operative Complaint including any and all claims
27 involving any alleged failure to: pay for all hours worked including regular wages
28 and minimum wages (Labor Code §§ 204, 218, 1194, 1194.2, 226.2); pay overtime
(Labor Code §§ 218, 510, 860-862, 1194); provide compliant meal periods and rest

breaks or pay meal period and rest break premium wages (Labor Code §§ 226.7, 512; Wage Order 14); provide compliant wage statements (Labor Code §§ 226, 226.2, 1174); and pay all wages due at the time employment ends (Labor Code §§ 201, 202, 203). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Upon the occurrence of the Effective Date, as defined in the Settlement Agreement, the Court hereby orders that the following claims shall be deemed to be fully released regarding the PAGA:

all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint including any and all claims involving any alleged failure to pay minimum wage, overtime, provide compliant meal periods and rest breaks, provide compliant wage statements and pay all wages due at the time employment ends.

11. Upon the occurrence of the Effective Date, the Court hereby orders that Plaintiffs shall further release all unknown claims against Defendant and/or the Released Parties which are covered by California Civil Code Section 1542, and Plaintiffs waive any claims they may have pursuant to this section, which states: "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."

12. Neither this Order nor the Settlement (or any other document referred to in this Order or the Settlement), may be construed as, or may be used as, an admission of liability or fault by Defendants or the Released Parties, or a finding as to the validity of any claims in the lawsuit or of any wrongdoing or violation of law. The Settlement is not a concession by the Parties and, to the extent permitted by law, neither this Order nor the Settlement, nor any of their terms or provisions, nor any of the negotiations or proceedings connected with them, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission by, the Released Parties.

1 Notwithstanding the foregoing, nothing in this Order shall be interpreted as prohibiting the use of
2 this Order or the entry of Judgment in a proceeding to consummate or enforce the Settlement or
3 defend against the assertion of claims in any other proceeding, or as otherwise required by law.
4 This Order and the Settlement may be filed in any action against or by Defendant or the Released
5 Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith
6 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim
7 preclusion, issue preclusion or similar defense or counterclaim.

8 13. The Court further directs the Parties to effectuate the Settlement according to the
9 terms of the Settlement Agreement, including payment to Class Members, ILYM Group, the
10 LWDA, Aggrieved Employees and Class Counsel and either redistributing uncashed checks to
11 Class Members who cashed their checks or sending the uncashed check amount to Community
12 Bridges (in Watsonville) as a cy pres as provided for in the Settlement Agreement.

13 14. This Order is intended to be a final disposition in its entirety of the above captioned
14 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
15 of all matters relating to the interpretation, administration, implementation, effectuation, and
16 enforcement of the Settlement pursuant to Code of Civil Procedure § 664.6.

17 15. A Final Accounting Compliance Hearing regarding the distribution and final
18 accounting of the settlement funds (including regarding the cy pres/redistribution) is set for April
19 10, 2026, at 8:30 a.m. in Department 5. The Parties are directed to provide a report to the Court
20 at least 7 calendar days before the hearing date on the status of the distribution of the class and
21 PAGA settlement proceeds. The report is to include ILYM Group stating whether a second
22 distribution is required under the terms of the Settlement Agreement, in which case ILYM Group
23 will provide a breakdown of its costs for this as well as the amount to be distributed, the number
24 of Class Members who will receive it and the high, low and average amounts to be sent.

25 16. The Parties are ordered to cause a copy of this Order and Judgment to be posted
26 by the Settlement Administrator, ILYM Group, on its website, to provide notice to the Class as
27 required by California Rule of Court 3.771(b). Plaintiffs are directed to submit a copy of this
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1 Order and Judgment to the LWDA.

2 17. The Court hereby ORDERS, ADJUDGES AN DECREES that a judgment in this
3 matter is hereby entered in accordance with the above. The Court will retain jurisdiction over
4 the parties to enforce the terms of the settlement pursuant to California Rules of Court, Rule
5 3.769(h).

6 **IT IS SO ORDERED.**

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8 DATED: 6-16-25

M. L. Carter
9 Judge of the Superior Court
10 Marjorie L. Carter
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