

## **NOTICE OF CLASS ACTION SETTLEMENT**

This Notice provides important information about a proposed settlement in the putative class action lawsuit (the “Action”) brought by plaintiffs Antonio Bonilla and Roberta Sanchez (“Plaintiffs”) against defendant Reiter Berry Farms, Inc. (“Defendant”). This Notice covers your rights to participate in or exclude yourself from the settlement. You are receiving this Notice because Defendant’s records indicate that you are a member of the Class (persons who worked for Defendant in California in California as non-exempt employees between December 10, 2017 and February 4, 2025). The Action is pending before the Superior Court of California in the County of Santa Cruz and is called *Antonio Bonilla and Roberta Sanchez v. Reiter Berry Farms, Inc.* (Case No. 21CV02962).

### **A. Summary of the Claims**

Plaintiffs alleged that Defendant owes money and penalties to its current and former non-exempt employees who worked in the State of California from December 10, 2017 through February 4, 2025 (“Class Members”). The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, regular wages, provide compliant meal periods and rest breaks or pay meal and rest premiums, pay wages due upon termination, and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiffs also asserted a claim for civil penalties under California Private Attorney General Act (California Labor Code §§ 2698, et seq.) (“PAGA”) for all non-exempt employees who worked for Defendant in California during the PAGA Period (November 12, 2020 to February 4, 2025) (“Aggrieved Employees”).

Defendant denies all of Plaintiffs’ allegations. It maintains that it has complied with all wage and hour laws during the Class Period. The Court has not decided whether Defendant has violated any laws or whether any Class Member is entitled to any money or other relief.

The Court has made no determination whether RBF or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by settlement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful and the parties entered into a lengthy written settlement agreement (“Agreement”) and now ask the court to approve the Agreement. Both sides agree the proposed Settlement is a compromise of disputed claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

Defendant’s records of your work and your **estimated** payments are as follows:

Individual Class Payment	Individual PAGA Payment
Class Period: December 10, 2017 to February 4, 2025	PAGA Period: November 12, 2020 to February 4, 2025
<<MERGED_ClassWW>> workweeks	<<MERGED_PAGAPP>> pay period
\$<<MERGED_ClassAward>>	\$<<MERGED_PAGAAward>>_____

This is an estimate based on the Parties’ current assumptions and Defendant’s records. If no amount is stated for your Individual PAGA Payment, then according to RBF’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period. The actual amount you receive may be different and will depend on several factors. If you believe that the information about your anticipated settlement share is incorrect (including that you worked more workweeks during the Class or PAGA period), you must provide a written explanation of the basis for your challenge and submit any documents that support your position to the settlement administrator, ILYM, no later than April 21, 2025.

### **B. Why You Are Receiving This Notice**

On February 4, 2025, the Santa Cruz County Superior Court (the “Court”) preliminarily approved a settlement of the Action. According to Defendant’s records, you are a Class Member. Because you are a Class Member, you have the right to participate in, object to, or exclude yourself from the settlement. This letter explains your legal rights and options with respect to the settlement.

### **C. The Terms of The Settlement**

Defendant has agreed to pay the Gross Settlement Amount of Six Million One Hundred Twenty-Five Thousand Dollars (\$6,125,000) prior to any escalator clause (as stated in section 8 of the Agreement) in full and complete resolution of this Action. It is estimated that, after deducting from the \$6,125,000 amount the litigation costs (not to exceed \$35,000) and attorney’s fees (not to exceed \$2,143,750 or 35% of the Gross Settlement Amount) awarded to Class Counsel, the Service Payment awarded to Plaintiffs (not to exceed \$12,500 each), the payment for the PAGA Penalties (\$200,000 – 75% (\$150,000) to the State of California, Labor Workforce Development Agency and 25% (\$50,000) to those who worked during the PAGA period), and the cost to administer the Class Action to the Settlement Administrator (estimated at \$95,000 for the initial distribution), approximately \$3,656,250 (the “Net Settlement Amount”) will be available for payment to Class Members.

**Class Payment.** What you will receive is calculated based on dividing the total weeks you worked during the Class Period (December 10, 2017 – February 4, 2025), by the total weeks worked by all Class Members during that time, and multiplying it by the Net Settlement Amount. The Agreement provides that the money you receive will be treated as 20% wages and 80% as interest, liquidated damages and penalties. The wage portion will be subject to applicable payroll tax withholdings and deductions. Class Members' employee payroll taxes will be deducted from the settlement share. The Settlement Administrator will issue an IRS Form W-2 with respect to the wage portion and 1099 form for the amounts allocated to interest, liquidated damages and penalties. Employer payroll taxes are not subtracted from your amounts and instead are paid by Defendant separately outside of the settlement amount.

**PAGA Penalties.** As required by statute, of the \$200,000 for PAGA penalties, 75% (\$150,000) is paid to the State of California (through the Labor Workforce Development Agency) and the remaining 25% (\$50,000) is paid those who worked during the PAGA period. So, if you worked during the PAGA period, you will receive a portion of the \$50,000. Your individual payment is calculated by dividing the pay periods you worked (using whole numbers) during the PAGA period by the total pay periods worked by all Aggrieved Employees during the PAGA period, and then multiplying that by \$50,000.

**Second Distribution.** If the total amount of uncashed checks is \$300,000 or more, a second distribution will occur to those Class Members who cashed their checks. The amount to be redistributed will be calculated by (a) dividing the total amount of uncashed checks (after subtracting the Administrator's cost estimated at up to \$35,000) by the total number of workweeks (using whole numbers) worked by all Class Members who cashed their checks; and (b) multiplying the result by the number of Workweeks (using whole numbers) worked by each Class Member who cashed his or her check. However, if the total amount of uncashed checks is less than \$300,000, the uncashed funds will be paid to Community Bridges in Watsonville instead of being redistributed.

## **D. Your Options**

You have three options: (1) participate in the settlement (which does not require any further action from you); (2) object to the settlement; or (3) exclude yourself from the settlement.

### **1. Participate In The Settlement**

To receive your share of settlement benefits, you do not need to do anything more.

As long as you do not exclude yourself from the settlement by submitting a written exclusion request to ILYM, the settlement administrator, you will receive whatever settlement benefits you are entitled to following final approval of the settlement and you will be bound by the release of claims in the settlement, which means that you will not be able to sue Defendant for any of the released claims asserted against it in the Action for violations during the class period and released through the settlement. As noted above, if you believe that the information about your anticipated settlement share is incorrect, you must provide a written explanation of the basis for your challenge and submit any documents to that support your position to the settlement administrator, ILYM no later than April 21, 2025. Unless you update your address with ILYM, LLC, by sending a change of address request by e-mail [info@ilymgroup.com](mailto:info@ilymgroup.com), fax (888) 845-6185, mail ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781, or calling (888) 250-6810, your payment will be mailed to the address where this Notice was sent.

The front of every check will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the uncashed amounts will be sent to Class Members who did cash their check or a cy pres as addressed above.

### **2. Object to The Settlement**

As long as you do not exclude yourself from the settlement, you have the right to object to the settlement using the enclosed form or a substantially similar document including the information on the form. The objection must be in writing and must be sent by April 21, 2025, by regular mail, e-mail, or fax to the Settlement Administrator at e-mail [info@ilymgroup.com](mailto:info@ilymgroup.com), fax (888) 845-6185, or mail ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. You can also appear at the hearing to object. The Court will rule on your objection at the Final Class Settlement Approval Hearing discussed below. You can view the settlement agreement and approval documents on the Settlement Administrator's website at <https://ilymgroup.com/ReiterBerryFarm> or the Court's website by going to <https://portal.santacruzcourt.org/Portal/Home/Dashboard/29> and entering the Case Number for the Action, Case No. 21CV0296.

### **3. Exclude Yourself From The Settlement**

If you wish to exclude yourself from the settlement, you must submit a written request for exclusion using the enclosed form or substantially similar document. The exclusion request must be sent by April 21, 2025, by regular mail, e-mail, or fax to the Settlement Administrator at e-mail [info@ilymgroup.com](mailto:info@ilymgroup.com), fax (888) 845-6185, or mail ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. You cannot exclude yourself from the PAGA portion of the proposed settlement.

Class Members who submit a valid and timely request for exclusion will not be entitled to recover any settlement benefits or object to the settlement but will retain the right to bring any claims they may have against Defendant. Any Class Member who does not

exclude himself or herself from the settlement will, upon final approval of the settlement, be bound by the release of claims against Defendant and lose the right to sue Defendant for any of the claims asserted against Defendant in the Action.

**E. Release of Claims**

Unless you exclude yourself from the settlement, upon final approval of the settlement by the Court, you will be deemed to have released any and all claims against Defendant, and all of Defendant's former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates. (the "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action under federal or California law alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including ("Complaint"), including any and all claims involving any alleged failure to: pay for all hours worked including regular wages 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).

If you worked during the PAGA Period, you will release the Released Parties from 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.

**F. Final Class Settlement Approval Hearing**

The Court has scheduled a Final Class Settlement Approval Hearing for June 12, 2025, at 8:30 a.m. in Department 5 of the Santa Cruz County Superior Court, located at 701 Ocean Street, Santa Cruz, CA 95060. At the Final Class Settlement Approval Hearing, the Court will decide whether to grant final approval to the settlement. The Court will also rule on the application by Plaintiffs for an award of attorney's fees (not to exceed \$2,143,750 or 35% of the Gross Settlement Amount), costs (not to exceed \$35,000), the Settlement Administrator's fee (estimated at \$95,000 for a first distribution and \$35,000 for a second distribution, if necessary) and a service award to Plaintiffs (not to exceed \$12,500 each). You have the right to attend the Final Class Settlement Approval Hearing and, if you objected to the settlement, address the Court. You also have the right to retain an attorney, at your own expense, to speak on your behalf.

**G. Where To Get More Information**

This Notice contains a summary of the terms of the Settlement intended to inform you of your legal rights and options with respect to the Settlement. For the exact terms and conditions of the Settlement, you can contact the Settlement Administrator at (888) 250-6810 or go to the Settlement Administrator's website at <https://ilymgroup.com/ReiterBerryFarm>. If you want more information about the lawsuit or the settlement, you can contact the attorneys for the class at the address or telephone numbers listed below or any other advisor of your choice.

Ian Silvers, Esq.  
Bisnar Chase Personal Injury Attorneys, LLP  
Telephone (800) 956-0123

Richard C. Alpers, Esq.  
Alpers Law Group, Inc.  
Telephone: (831) 240-0490

You can also view and obtain copies of lawsuit related documents in the Court's file by going to the clerk's office located at 701 Ocean Street, Santa Cruz, CA 95060 or go to the Superior Court website at <https://portal.santacruzcourt.org/Portal/Home/Dashboard/29> and enter the Case Number for the Action, (21CV02962).

**DO NOT CONTACT THE COURT WITH QUESTIONS**