

1 MOHAMMED K. GHODS (SBN 144616)
2 JEREMY A. RHYNE (SBN 217378)
3 LEX OPUS
2100 N. Broadway, Suite 210
4 Santa Ana, CA 92706
Telephone: (714) 558-8580
5 Facsimile: (714) 558-8579
6 jrhyne@lexopusfirm.com

7 RUBEN ESCOBEDO (SBN 277866)
8 WORKWORLD LAW CORP.
A Professional Corporation
9 731 S. Lincoln Street
Santa Maria, CA 93458
Telephone: (805) 335-2476
Facsimile: (805) 892-6213
Email: ruben@workworldlaw.com

10 *Attorneys for STATE OF CALIFORNIA ex rel.*
11 *CHRISTOBAL PENA HERNANDEZ,*
as Private Attorney General

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SANTA BARBARA – COOK DIVISION**

14 STATE OF CALIFORNIA ex rel.
15 CHRISTOBAL PENA HERNANDEZ, as
Private Attorney General,

16 Plaintiff,

17 v.

18 REITER BERRY FARMS, INC., a
19 corporation; and DOES 1-25, inclusive,

20 Defendants.

Case No. 20CV01640

Assigned for All Purposes to:
Hon. Jed Beebe – Dept. SM4

**~~PROPOSED~~ ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Date: October 28, 2021

Time: 8:30 a.m.

Dept.: SM4

Trial Date: None

Complaint filed: April 6, 2020

24 Plaintiff CHRISTOBAL PENA HERNANDEZ filed his Motion for Approval of PAGA
25 Settlement of his action against Defendant REITER BERRY FARMS, INC. under the Private
26 Attorneys General Act (“PAGA”).

27 Plaintiff and Defendant appeared by and through their counsel. The matter came on
28 regularly for hearing on October 28, 2021, at 8:30 a.m. in Department SM4 of the above

1 referenced Court. Having considered all of the papers and arguments submitted on the matter, the
2 Court grants the Motion, and hereby ORDERS, ADJUDGES AND DECREES as follows:

3 1. The Court hereby GRANTS approval of the terms and conditions contained in the
4 PAGA Settlement Agreement (“Settlement Agreement”) between Plaintiff and Defendant attached
5 as Exhibit 4 to the Declaration of Ruben Escobedo in Support of Plaintiff’s Motion for Approval
6 of PAGA Settlement. The Settlement Agreement is hereby fully approved and shall be carried out
7 and effectuated according to its terms and this Order, except as modified herein. The notice of
8 settlement provided to the alleged aggrieved employees shall be in English and Spanish; the notice
9 shall indicate that the settlement does not affect the alleged aggrieved employees’ rights to sue in
10 their individual capacity; and the notice shall clarify that the alleged aggrieved employees will be
11 bound only with respect to their claims for PAGA penalties.

12 2. This Order incorporates by reference the definitions in the Settlement Agreement
13 and all terms defined therein shall have the same meaning in this Order.

14 3. The Court finds that the Settlement Agreement and the terms and conditions set
15 forth therein is properly approved under the PAGA following notice to the Labor & Workforce
16 Development Agency.

17 4. The Court has considered all relevant factors for determining the fairness of the
18 Settlement Agreement, and has concluded that all such factors weigh in favor of approving the
19 Settlement Agreement. In particular, the Court finds that the Settlement Agreement was reached
20 following meaningful discovery and investigation conducted by Plaintiff; that the Settlement
21 Agreement is the result of serious, informed, adversarial, and arm’s-length negotiations between
22 the Parties; and that the terms of the Settlement Agreement are in all respects fair, adequate, and
23 reasonable.

24 5. In so finding, the Court has considered all evidence presented, including evidence
25 regarding the strength of Plaintiff’s PAGA claims; the risk, expense, and complexity of the claims
26 presented; the likely duration of further litigation; the amount offered in settlement; the extent of
27 investigation and discovery completed; and the experience and views of counsel. The Parties have
28 provided the Court with sufficient information about the nature and magnitude of the claims being

1 settled, as well as the impediments to recovery, to make an independent assessment of the
2 reasonableness of the terms to which the Parties have agreed.

3 6. Except as expressly provided in the Settlement Agreement and this Order, the
4 Released Parties shall not have any further liability arising from this action for penalties, damages,
5 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability.

6 7. The Court appoints Phoenix Settlement Administrators to serve as the Settlement
7 Administrator.

8 8. The settlement of civil penalties under PAGA in the amount of \$181,067.53 is
9 hereby approved. Seventy-Five Percent (75%), or approximately \$135,800.65 shall be paid to the
10 California Labor and Workforce Development Agency. The remaining Twenty-Five Percent
11 (25%), or approximately \$45,266.88, shall be paid to Aggrieved Employees.

12 9. The Court approves the Plaintiff's Service Award of \$5,000 to Christobal Pena
13 Hernandez.

14 10. The Court hereby awards \$4,182.47 in Litigation Costs to Plaintiff's Counsel, Lex
15 Opus and WorkWorld Law Corp.

16 11. The Court hereby awards \$100,000 in attorneys' costs to Plaintiff's Counsel, Lex
17 Opus and WorkWorld Law Corp.

18 12. The Court hereby approves the Settlement Administrator cost, approximately
19 \$9,750.

20 13. Defendant will deliver payment in the amount of \$300,000 to the Settlement
21 Administrator provided in the Settlement Agreement.

22 14. The Court orders the Settlement Administrator to distribute payment of the
23 settlement funds in accordance with the Settlement Agreement.

24 15. Upon entry of this Order, final judgment shall be deemed entered herein and,
25 except as otherwise provided herein, Plaintiff shall bear his own attorneys' fees, costs, and
26 expenses incurred in or arising out of the lawsuit and shall not seek further reimbursement thereof
27 from the Released Parties.

16. The parties' Settlement Agreement shall not constitute admissions of liability or fault by Defendant 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 by Released Parties. The Settlement Agreement is not a concession by the parties and, to the extent permitted by law, neither this Order 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. Notwithstanding the foregoing, nothing in this Order shall be interpreted as prohibiting the use of this Order in a proceeding to consummate or enforce the Settlement Agreement or this Order to defend against the assertion of claims in any other proceeding, or as otherwise required by law.

17. This Judgment shall be binding on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the Settlement Period, as those terms are defined by the Settlement.

18. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement Agreement.

Having granted approval of the settlement between the parties in the above-entitled action as set forth above, this Court HEREBY ORDERS, ADJUDGES AND DECREES that judgment in this matter is entered in accordance with the settlement.

IT IS SO ORDERED

DATED: **11/09/2021**


JUDGE OF THE SUPERIOR COURT
Jed Beebe

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of eighteen (18) years and am not a party to the within action. My business address is that of 2100 N. Broadway, Suite 210, Santa Ana, CA 92706.

On October 29, 2021, following ordinary business practices, I served a true and correct copy of the foregoing documents entitled: **[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT** on interested parties in this action by sending a true and correct copy of each document thereof, addressed as follows:

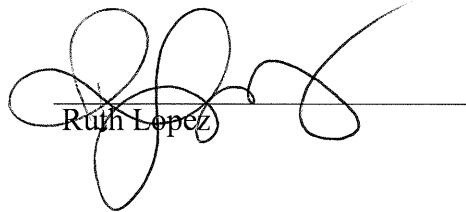
Ana C. Toledo, Esq.
NOLAND HAMERLY ETIENNE & HOSS
333 Salinas Street
P.O. Box 2510
Salinas, CA 93902
Phone Number: (831) 424-1414
Fax Number: (831) 424-1975
Email: AToledo@nheh.com
parce@nheh.com

Attorney for Defendant Reiter Berry Farms, Inc.

☒ **BY MAIL:** I deposited such envelope in the mail at Santa Ana, California. The envelope was mailed with postage thereon fully paid as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Santa Ana, California in the ordinary course of business.

Executed on October 29, 2021 at Santa Ana, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Ruth Lopez