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Attorneys for Plaintiff OFELIA ORTEGA on behalf of herself and all similarly aggrieved employees

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY**

OFELIA ORTEGA, on behalf of herself
and all similarly aggrieved employees,

Plaintiff,

v.

SUNLIGHT BERRY FARMS, INC.; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 20CV002558

~~PROPOSED~~ AMENDED JUDGMENT
AND ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT (CCP §
384(b))

Complaint Filed: September 24, 2020
Trial Date: Not Set

1 This matter came for hearing on March 17, 2023, at 8:30 a.m. The Court has
2 considered the Stipulation of Settlement (“Settlement Agreement”) in the above-referenced
3 action, the record in the Action and the arguments and authorities of counsel.

4 On April 25, 2023, the Court entered its Order Granting Final Approval of Class
5 Action Settlement and Judgment. On January 16, 2024, the Court received the Declaration of
6 Kevin Lee with Respect to Final Accounting, which indicated sixty-four (64) checks, totaling
7 \$17,217.83, remain uncashed following administration of the Settlement. Accordingly,
8 pursuant to Code of Civil Procedure § 384(b), the Court amends its judgment to reflect the
9 uncashed checks, totaling \$17,217.83, will be distributed to the designated cy pres recipient,
10 the Watsonville Law Center, pursuant the terms of the Settlement.

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

12 1. The Court, for the purposes of this Judgment, Final Order, and Decree (the
13 “Judgment and Order”) adopts the terms and conditions set forth in the Settlement Agreement.
14 Throughout this Judgment and Order, the capitalized words are given the same meaning
15 ascribed in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter of this litigation and over all
17 Parties to the Action and members of the Settlement Class. The Parties to this Action are
18 Plaintiff Ofelia Ortega (“Plaintiff”) and Defendants Sunlight Berry Farms, Inc. and Naturipe
19 Berry Growers, Inc. (together, “Defendants”).

20 3. The Court finds that the notice to the Settlement Class of this settlement
21 pursuant to the order granting Preliminary Approval: (i) constituted the best practicable notice;
22 (ii) constituted notice that was reasonably calculated under the circumstances to apprise
23 Settlement Class Members of the pendency of the Action, their right to object to or exclude
24 themselves from the proposed Settlement Agreement and their right to appear at the Final
25 Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to
26 all persons entitled to receive notice; and (iv) met all applicable requirements of the California
27 Code of Civil Procedure, the California and United States Constitutions (including the Due
28 Process Clause), the California Rules of Court, and any other applicable law.

1 4. The Settlement Agreement was reached after arm's length negotiations between
2 the Parties and is fair, reasonable, and adequate; consistent and in compliance with all the
3 applicable requirements of the California Code of Civil Procedure, the California and United
4 States Constitutions (including the Due Process Clause), the California Rules of Court, and
5 any and all other applicable laws; and is in the best interest of each of the Parties and the
6 Settlement Class Members. The Parties entered into the Settlement Agreement solely for the
7 purpose of compromising disputed claims and that nothing in the Settlement Agreement is an
8 admission of liability or wrongdoing by Defendants or any of the Released Parties.

9 5. This Court now finds and concludes for purposes of Settlement that:

10 (a) all members of the Settlement Class are so numerous that joinder of all
11 Settlement Class Members in the Action is impracticable;

12 (b) there are questions of law and fact common to the Settlement Class
13 which, as to the settlement and related matters, predominate over any individual questions;

14 (c) the claims of Plaintiff are typical of the claims of the Settlement Class
15 Members; and

16 (d) Plaintiff and Class Counsel can and have fairly and adequately
17 represented and protected the interests of the Settlement Class Members.

18 The Settlement Class is defined per the terms of the Settlement Agreement.

19 6. The Action (including all individual claims and class claims presented thereby)
20 is dismissed on the merits with prejudice and without costs to any party (except as otherwise
21 provided in the Settlement Agreement).

22 7. The terms of the Settlement Agreement and this Final Judgment and Order are
23 binding on Plaintiff and all other Settlement Class Members, as well as their heirs, executors
24 and administrators, successors, assigns, and those terms shall have *res judicata*, *collateral*
25 *estoppel*, and all other preclusive effect in any and all pending and future claims, lawsuits, or
26 other proceedings, including all forms of alternative dispute resolution, maintained by or on
27 behalf of any such persons, to the extent those claims, lawsuits or other proceedings involve
28 matters that were raised in this Action, reasonably arise out of the facts alleged in this Action,

1 or are otherwise encompassed by the Release or the Released Claims as set forth in the
2 Settlement Agreement.

3 8. The Parties agree in good faith to undertake any necessary actions to affect the
4 Final Judgment and Order.

5 9. The Court hereby grants Class Counsel's request for an award of reasonable
6 attorneys' fees in the amount of \$66,666.67. The Court further grants Class Counsel's request
7 for reimbursement of Plaintiff's expenses in the amount of \$4,050.59, which represents
8 recoverable costs. The attorneys' fees and costs shall be paid in accordance with the terms of
9 the Settlement Agreement.

10 10. The Court hereby grants the request for the Service Payment of \$5,000.00 to
11 Plaintiff. The Service Payment will be paid to Plaintiff in accordance with the terms of the
12 Agreement.

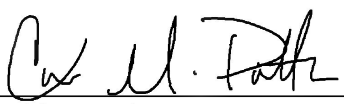
13 11. The Court hereby grants the request for Phoenix Settlement Administrators to
14 receive \$8,275.00 for the cost of the settlement administration in this matter.

15 12. Without affecting the finality of the Final Judgment and Order, the Court shall
16 retain continuing jurisdiction over the Action and the Parties and the Settlement Class, and the
17 administration and enforcement of the Agreement. Any disputes or controversies arising with
18 respect to the interpretation, consummation, enforcement, or implementation of the Agreement
19 shall be presented by Motion to the Court; provided however, that nothing in this paragraph
20 shall restrict the ability of the Parties to exercise their rights under paragraphs 1 through 11,
21 above.

22 13. Pursuant to California Code of Civil Procedure § 384(b), as amended, and the
23 terms of the Settlement Agreement, the Settlement Administrator is directed to distribute the
24 uncashed checks, totaling \$17,217.83, to the designated cy pres recipient, the Watsonville Law
25 Center.

26 **IT IS SO ORDERED AND FINAL JUDGMENT IS HEREBY ENTERED.**

27 Dated: 1/30/2024

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Honorable Carrie M. Panetta

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1 filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
2 in this office.

3 I declare under penalty of perjury under the laws of the State of California that the above
4 is true and correct. Executed on January 19, 2024, at Los Angeles, California.

5 
6 Erika Mejia