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County of Kern
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[Continued on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

RHINA BEATRIZ CARRILLO, individually,
and on behalf of others similarly situated,

Plaintiffs,

vs.

WM. BOLTHOUSE FARMS, INC., a Michigan
corporation; BOLT HOUSE FARMS, an
unknown business form; BOLTHOUSE FARMS
CUYAMA CUYAMA, an unknown business
form; BOLTHOUSE FARMS KERN COUNTY,
an unknown business form; MA MEDINA
FARM LABOR SERVICES, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants

Case No. BCV-19-101199 (Lead Case)

[Non-Lead Cases: BCV-19-101525;BCV-
21-100621-BCB]

CLASS ACTION

[Assigned for All Purposes to the
Honorable Hon. Bernard C. Barmann, Jr.,
Division H]

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGEMENT**

Date: January 6, 2026
Time: 8:30 a.m.
Division H

Action Filed: April 30, 2019
Trial Date: Vacated

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Attorneys for Plaintiff OSCAR ARREOLA

1 Plaintiffs Oscar Arreola, Rhina Beatriz Carrillo, and Dejanee Rodgers' ("Plaintiffs")
2 Motion for Final Approval of Class Action Settlement ("Motion") came on for hearing on
3 January 6, 2026 at 8:30 a.m. before the Honorable Bernard C. Barmann in Division H of the
4 above-captioned Court. Due and adequate notice having been given to the Class Members, as
5 defined below, and the Court having considered Plaintiffs' Motion and all papers filed in
6 support thereof, including the Class Action and PAGA Settlement Agreement ("Agreement")
7 and all Exhibits thereto, and any objections to the proposed Settlement, and having reviewed
8 the record in the above-referenced consolidated actions (collectively hereinafter, the "Action"),
9 and good cause appearing,

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

11 1. This Order pertains to a global class and Private Attorneys General Act ("PAGA")
12 settlement of the following four putative class and/or representative actions (the "Actions") filed
13 against Defendants WM. Bolthouse Farms, Inc. ("Bolthouse") and MA Medina Farm Labor
14 Services, Inc. ("Medina"), which have been consolidated into the above-captioned action (the
15 "Action"):

- 16 • *Rhina Beatriz Carrillo v. WM. Bolthouse Farms, Inc.*, Kern County Superior Court
17 Case No. BCV-19-101199;
- 18 • *Oscar Arreola v. WM. Bolthouse Farms, Inc.*, Kern County Superior Court Case
19 No. BCV-19-101525;
- 20 • *Rhina Beatriz Carrillo v. WM. Bolthouse Farms, Inc.*, Kern County Superior Court
21 Case No. BCV-20-100649; and
- 22 • *Dejanee Rodgers v. WM. Bolthouse Farms, Inc.*, Kern County Superior Court Case
23 No. BCV-21-100621.

24 2. On April 18, 2025, the Court granted Plaintiffs' Motion for Preliminary Approval
25 of Class and Representative Action Settlement, thereby preliminarily approving the Parties'
26 Settlement in accordance with the Agreement.

27 3. The Court, for purposes of this Final Approval Order and Judgment ("Judgment"),
28 adopts all defined terms as set forth in the Agreement in the Action.

1 4. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs,
2 Participating Class Members, and Defendants WM. Bolthouse Farms, Inc. and MA Medina Farm
3 Labor Services, Inc. (“Defendants”).

4 5. The Court finds that the Agreement was made and entered into in good faith and as
5 a result of arms-length negotiations and hereby approves the Settlement as fair, adequate, and
6 reasonable to all Participating Class Members.

7 6. Solely for purposes of effectuating the Settlement, this Court makes final its prior
8 provisional certification of the Class and certifies the following Class: “All persons in the
9 Bolthouse Subclass or the Medina Subclass.”

10 a. The “Bolthouse Subclass” means all persons who were directly employed as a non-
11 exempt employee by WM. Bolthouse Farms, Inc. and/or either of the Split
12 Companies within the State of California at any time during the Class Period (April
13 30, 2015 through May 26, 2024), excluding anyone who entered into a release
14 agreement with Bolthouse, and/or any one of the Split Companies, that covers the
15 claims released in this Settlement.

16 b. The “Medina Subclass” means all persons who were employed as a non-exempt
17 employee by Medina and placed to work at a Bolthouse location (including either of
18 the Split Companies¹) in California at any time during the Class Period (April 30,
19 2015 through May 26, 2024).

20 7. The notice provided to Class Members conforms with the requirements of
21 California Code of Civil Procedure section 382, California Civil Code section 1781, California
22 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
23 applicable law, and constitutes the best notice practicable under the circumstances, by providing
24 individual notice to all the Class Members who could be identified through reasonable effort, and
25 by providing due and adequate notice of the proceedings and of the matters set forth therein. The
26 notice fully satisfies the requirements of due process.

27 ¹ Under ¶¶ 1.4 and 2.6 of the Settlement Agreement, in 2024, Bolthouse split into Bolthouse
28 Fresh Foods and General Brands. As a result of the split, certain Bolthouse Subclass Members
became employed by either Generous Brands or Bolthouse Fresh Foods.

1 8. Effective on the date when Defendants fully fund the Gross Settlement Amount
2 and fund the employer payroll taxes as instructed by the Administrator on the Wage Portion of
3 the Individual Class Payments, Plaintiffs and all Participating Class Members, on behalf of
4 themselves and their respective former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, release Released Parties from all claims that were alleged,
6 or could have been alleged, based on the facts and claims alleged in the PAGA Notices and/or the
7 Actions, including claims for minimum wages, overtime wages, meal and rest period premium
8 pay, improper calculation of the regular rate including related to bonuses, business expenses,
9 liquidated damages, and statutory penalties, and including the following causes of action: (a)
10 Failure to Provide Required Meal Periods; (b) Failure to Provide Required Rest Periods; (c)
11 Failure to Pay Overtime Wages; (d) Failure to Pay Minimum Wages; (e) Failure to Pay All
12 Wages Due to Discharged and Quitting Employees; (f) Failure to Maintain Required Records; (g)
13 Failure to Furnish Accurate Itemized Wage Statements; (h) Failure to Indemnify Employees for
14 Necessary Expenditures Incurred in Discharge of Duties; (i) Unfair and Unlawful Business
15 Practices predicated on violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510,
16 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; (j) claims arising under the FLSA;
17 and (k) claims arising under the Migrant and Seasonal Agricultural Worker Protection Act
18 (“Released Class Claims”).

19 9. Effective on the date when Defendants fully fund the Gross Settlement Amount
20 and fund the employer payroll taxes as instructed by the Administrator on the Wage Portion of
21 the Individual Class Payments, Plaintiffs as representatives of and a proxy for the Labor and
22 Workforce Development Agency (“LWDA”) and on behalf of the LWDA release, and all
23 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
24 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
25 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
26 been alleged, based on the facts stated in the Actions and/or the PAGA Notices including, e.g.: (a)
27 failure to pay minimum wages; (b) failure to pay overtime wages (including claims alleging
28 improper calculation of the regular rate relating to bonuses); (c) failure to provide meal and rest

1 breaks; (d) failure to pay meal and rest period premiums; (e) failure to pay all wages owed at
2 discharge or resignation; (f) failure to provide complete and accurate wage statements; (g) failure
3 to keep complete and accurate payroll records; (h) failure to reimburse necessary business-related
4 expenses; and (i) violations of Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 510,
5 512(a), 558 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 (“Released PAGA Claims”). To
6 the extent any Aggrieved Employees were covered by the prior PAGA settlement approved by
7 the court in *Jose Aguilera v. Wm. Bolthouse Farms, Inc.*, the Release by Aggrieved Employees
8 does not supersede or limit but rather adds to the release in the *Aguilera* action. An “Aggrieved
9 Employee” means a person who was either: (a) directly employed as non-exempt employee by
10 WM. Bolthouse Farms, Inc. and/or either of the Split Companies within the State of California at
11 any time during the PAGA Period (March 30, 2018 – May 26, 2024); or (b) employed as a non-
12 exempt employee by Medina and placed to work at a Bolthouse location (including one of the
13 Split Companies) in California at any time during the PAGA Period (March 30, 2018 – May 26,
14 2024).

15 10. The Court finds that no (0) Class Members have objected to the Settlement.

16 11. The Court finds that the following three (3) Class Members submitted a valid
17 request for exclusion and shall therefore be excluded from the settlement of class claims: Shawn
18 Beavers, Margarita Martinez Carrillo, and Anthony Baca. The Court orders that all other Class
19 Members are bound to the terms of the Agreement including the releases specified herein.

20 12. The Court finds that the Gross Settlement Amount of \$5,125,000, Net Settlement
21 Amount, and methodology used to calculate and pay each Participating Class Member’s
22 Individual Class Payments and Individual PAGA Payments are fair and reasonable, and
23 authorizes the Administrator to pay the Individual Class Payments and Individual PAGA
24 Payments to the Participating Class Members and Aggrieved Employees in accordance with the
25 terms of the Agreement.

26 13. The Court orders Defendants to pay the Gross Settlement Amount after the
27 Effective Date pursuant to the terms of the Agreement. For any Class Member or Aggrieved
28 Employee whose Individual Class Payment check or Individual PAGA Payment check is

1 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
2 by such checks to the *cy pres* Safe Place of Youth (“SPY”) subject to the requirements of
3 California Code of Civil Procedure Section 384, subd. (b).

4 14. The Court finds that Class Counsel’s request for attorneys’ fees in the amount of
5 \$1,708,333.33, which is one-third (1/3) of the Gross Settlement Amount, is reasonable under the
6 common fund method. The Court finds that the requested fees are also reasonable under the
7 lodestar method. The number of hours Class Counsel spent prosecuting this Action is reasonable,
8 and Class Counsel’s hourly rates are reasonable and in line with rates prevailing in the
9 community. The Court awards Class Counsel \$ 1,708,333.33 in attorneys’ fees to be paid from
10 the Gross Settlement Amount.

11 15. The Court finds that Class Counsel has incurred costs and expenses in the amount
12 of \$ 71,785.74. Such costs and expenses were reasonably incurred in prosecuting the Action on
13 behalf of the Class. The Court awards Class Counsel \$ 71,785.74 in costs and expenses to be paid
14 from the Gross Settlement Amount. The Court hereby approves the Class Representative Service
15 Payments to Rhina Carrillo, Oscar Arreola, and Dejanee Rodgers in the amount of \$20,000 each
16 for their time and effort in bringing and prosecuting the Action, to be paid from the Gross
17 Settlement Amount. The Court finds that the Plaintiffs are bound by the general releases set forth
18 in Sections 5.1 and 5.2 of the Agreement.

19 16. \$150,000 shall be allocated to penalties under the Labor Code Private Attorneys
20 General Act of 2004, California Labor Code sections 2698, *et seq.*, of which seventy-five percent
21 (75%), or \$112,500, will be paid by the Administrator from the Gross Settlement Amount directly
22 to the LWDA. The remaining twenty-five percent (25%) portion of the PAGA Penalties, or
23 \$37,500 shall be distributed to Aggrieved Employees as their Individual PAGA Payments.
24 Pursuant to Labor Code section 2699, subdivision (s)(2), the LWDA was provided notice of the
25 Agreement and these settlement terms and has not indicated any objection thereto. The Court
26 hereby approves Settlement Administration Costs in the amount of \$66,000 to be paid to the
27 Administrator from the Gross Settlement Amount.

28 17. Pursuant to California Rules of Court Rule 3.771(b), notice of this signed Final

1 Order and Judgment shall be provided to the Class by the Administrator posting it on the
2 Administrator's website. Pursuant to Labor Code section 2699, subdivision (s), Class Counsel
3 shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after
4 its entry.

5 18. This Judgment is intended to be a final disposition of the Action in its entirety and
6 is intended to be immediately appealable. Neither the Agreement nor this Settlement is an
7 admission by Defendants, nor is this Final Approval Order and Judgment a finding, of the validity
8 of any claims in the Actions or of any wrongdoing by Defendants or that these Actions are
9 appropriate for class or representative treatment (other than for settlement purposes). Neither this
10 Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor
11 any action taken to carry out the Agreement may be construed as, or may be used as an admission
12 by or against Defendants of any fault, wrongdoing or liability whatsoever. The entering into or
13 carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in
14 any event be construed as, or deemed to be evidence of, an admission, or concession with regard
15 to the denials or defenses by Defendants. Notwithstanding these restrictions, Defendants may file
16 in the Actions or in any other proceeding this Final Approval Order and Judgment, the
17 Agreement, or any other papers and records on file in the action as evidence of the Settlement to
18 support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue
19 preclusion or similar defense as to the Released Class Claims and/or Released PAGA Claims.

20 19. Without affecting the finality of this Judgment, this Court shall retain jurisdiction
21 with respect to all matters related to the administration and consummation of the Settlement, and
22 any and all claims, asserted in, arising out of, or related to the subject matter of the Action,
23 including but not limited to all matters related to the Settlement and the determination of all
24 controversies relating thereto.

25 20. Final judgment is hereby entered.

26 DATED: January 6, 2026

27 
28 HON. BERNARD C. BARMANN JR.
JUDGE OF THE SUPERIOR COURT