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JOSE ANTONIO ORTIZ ARRELLANO, ESTELA JUAREZ VEGA, and
FREDY GONZALEZ LOPEZ on behalf of themselves and all similarly situated employees

Electronically Filed
Superior Court of California
County of Santa Cruz
December 12, 2022
Clerk of the Court by Deputy,
Balsedo, Declan
12/12/2022 11:40:36 AM

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CRUZ

JOSE ANTONIO ORTIZ ARRELLANO on
behalf of himself and all similarly situated
employees,

v.

ROCHA BROTHERS FARMS, LLC; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21CV01286

(Assigned to the Hon. Timothy Volkmann,
Dept. 5)

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 8, 2022
Time: 8:30 a.m.
Dept.: 5

Complaint Filed: May 19, 2021
FAC Filed: July 22, 2021
SAC Filed: July 6, 2022
Trial Date: Not Set

1 Plaintiffs Jose Antonio Ortiz Arellano, Estela Juarez Vega, and Fredy Gonzalez
2 Lopez's ("Plaintiffs") application for an Order Granting Preliminary Approval of Class Action
3 Settlement was filed with the Court on November 14, 2022, and a hearing was held before this
4 Court on December 8, 2022. Plaintiffs and Defendant Rocha Brothers Farms, LLC
5 ("Defendant") (together, the "Parties") appeared through their respective counsel of record.

6 The Court has considered the Joint Stipulation of Class Action and PAGA Settlement
7 and Release ("Stipulation" or "Settlement Agreement") and all other papers filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiffs and Defendant filed herewith. The Settlement Agreement appears to be fair,
11 adequate, and reasonable to the Class.

12 2. The Class Representatives and Defendant (hereafter, "Settling Parties"), through
13 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
14 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a
15 whole.

16 3. The Court hereby approves the following Class for settlement purposes:

17 all non-exempt employees who are or previously were employed
18 by Rocha Brothers Farms, LLC in California during the period of
19 May 19, 2017, through June 4, 2022.

20 Should for whatever reason the Settlement Agreement not become Final, the fact that
21 the Parties were willing to stipulate to certification of a class as part of the Settlement
22 Agreement shall have no bearing on, or be admissible in connection with, the Litigation.

23 4. The Court appoints and designates: (a) Plaintiffs Jose Antonio Ortiz Arellano,
24 Estela Juarez Vega, and Fredy Gonzalez Lopez as Class Representatives and (b) B. James
25 Fitzpatrick, Laura Franklin, and Alison Baker of Fitzpatrick & Swanston and Larry W. Lee,
26 Kristen M. Agnew, and Nicholas Rosenthal of Diversity Law Group, P.C. as Class Counsel for
27 the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or
28 consents required by, or which may be given, pursuant to the Settlement Agreement, and such

1 other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class
2 Member may enter an appearance through his or her own counsel at such Class Member's own
3 expense. Any Class Member who does not enter an appearance or appear on his or her own
4 behalf will be represented by Class Counsel.

5 5. The Court hereby approves the terms and conditions provided for in the
6 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
7 falls within the range of reasonableness of a settlement, including the amount of the PAGA
8 penalties, and appears to be presumptively valid, subject only to any objections that may be
9 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
10 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
11 Members when balanced against the probable outcome of further litigation relating to liability
12 and damages issues. It also appears that investigation, research, and court proceedings have
13 been conducted so that counsel for the Settling Parties are able to reasonably evaluate their
14 respective positions. It appears to the Court that settlement at this time will avoid substantial
15 additional costs by all Settling Parties, as well as avoid the delay and risks that would be
16 presented by the further prosecution of the Litigation. It also appears that settlement has been
17 reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

18 6. A Final Approval Hearing on the question of whether the proposed Settlement
19 Agreement, the allocation of payments to Class Members, attorneys' fees and costs to Class
20 Counsel, payment to the Settlement Administrator, payment of PAGA penalties to the Labor
21 and Workforce Development Agency and Aggrieved Employees, and the Class Representative
22 Service Payments should be finally approved as fair, reasonable, and adequate as to the
23 members of the Class is hereby set for 05/18/23, ~~2022~~, at 8:30am a.m. in this
24 Court.

25 7. The Court hereby approves, as to form and content, the Notice of Pendency of
26 Class Action ("Notice") to be sent to Class Members, which is attached as **Exhibit A** to this
27 Order. The Court finds that distribution of the Notice to Class Members substantially in the
28 manner and form set forth in the Settlement Agreement and this Order meets the requirements

1 of due process and shall constitute due and sufficient notice to all parties entitled thereto.

2 8. The Court appoints and designates Phoenix Settlement Administrators as the
3 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide
4 the approved Notice to Class Members using the procedures set forth in the Settlement
5 Agreement.

6 9. Any Class Member may choose to opt out of and be excluded from the
7 settlement as provided in the Settlement Agreement and Notice and by following the
8 instructions for requesting exclusion. Any person who timely and properly opts out of the
9 settlement will not be bound by the Settlement Agreement (except with respect to the Released
10 PAGA Claims) or have any right to object, appeal, or comment thereon. Any request for
11 exclusion must be in writing and signed by each such Class Member opting out and must
12 otherwise comply with the requirements delineated in the Notice. Class Members who have
13 not requested exclusion by submitting a valid and timely request by the deadline shall be
14 bound by all determinations of the Court, the Settlement Agreement, and Judgment.

15 10. Any Class Member may object to the Settlement Agreement or express his or
16 her views regarding the Settlement Agreement and may present evidence and file briefs or
17 other papers that may be proper and relevant to the issues to be heard and determined by the
18 Court as provided in the Notice.

19 11. Any Settlement Payment Checks that not cashed within one-hundred eighty
20 (180) days from the date of issuance of the check shall be equally distributed to Watsonville
21 Law Center and Monarch Services, after all payments for the Settlement Administrator's costs,
22 Class Representative Service Payments, Class Counsel's attorneys' fees and costs, and PAGA
23 Payment have been fully paid.

24 12. The Motion for Final Approval shall be filed by the Class Representatives no
25 later than sixteen (16) court days before the Final Approval Hearing.

26 13. The Court reserves the right to adjourn or continue the date of the Final
27 Approval Hearing and all dates provided for in the Settlement Agreement without further
28 notice to the Class and retains jurisdiction to consider all further applications arising out of or

1 connected with the Class Settlement Agreement.

2 IT IS SO ORDERED.

3
4 DATED, December 12, 2022



HON. Marjorie L. Carter
SUPERIOR COURT OF CALIFORNIA

EXHIBIT A

JOSE ANTONIO ORTIZ ARRELLANO v. ROCHA BROTHERS FARMS, LLC
Superior Court of California, County of Santa Cruz
(Case No. 21CV01286)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE OR PREVIOUSLY WERE EMPLOYED BY ROCHA BROTHERS FARMS, LLC IN CALIFORNIA DURING THE PERIOD OF MAY 19, 2017, THROUGH JUNE 4, 2022 (“CLASS”), YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.

The Santa Cruz County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Class Action Administration Solutions (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

PLEASE KEEP THE SETTLEMENT ADMINISTRATOR INFORMED OF YOUR ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE.

«BarcodeString»
SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO
RECEIVE APPROXIMATELY
\$«MERGED_EstSettAmnt_CALC»
THROUGH THIS CLASS ACTION
SETTLEMENT**

- Former employees, Jose Antonio Ortiz Arrellano, Estela Juarez Vega, and Fredy Gonzalez Lopez (“Named Plaintiffs”), have sued Rocha Brothers Farms, LLC (“Defendant”) on behalf of themselves and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING

You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will **lose** any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you. Defendant has approved this Settlement and will not retaliate against you for participating in the Settlement.

You Can ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT (Deadline: _____, 2022)	If you ask to be excluded from the class settlement, you will get no payment from the class settlement amount, but you will keep any rights to sue Defendant separately for the same legal claims made in this lawsuit. However, you may not request exclusion from the settlement of the PAGA claim. Important: You cannot ask to be excluded <u>and</u> still get a settlement payment.
You Can OBJECT TO THE CLASS SETTLEMENT	If you do not like the class settlement, you can send a written objection to the Settlement Administrator by the deadline, or you can appear at the Final Approval Hearing to make your objection in person. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is this Lawsuit About?

In the lawsuit, the Named Plaintiffs asserted class-wide claims for: (1) violation of Labor Code §§ 226.7 and 11198 regarding meal periods and premiums; (2) violation of Labor Code §§ 226.7 and 1198 regarding rest periods and premiums; (3) violation of Labor Code §§ 1194 and 1198 regarding overtime wages; (4) violation of Labor Code §§ 1194, 1197, and 1199 regarding minimum wages; (5) violation of Labor Code §§ 226, 1174, and 1175 regarding itemized wage statements and records; (6) violation of Labor Code §§ 201-203 regarding timely payment of final wages; (7) violation of Labor Code § 204 regarding timely payment of all wages; (8) violation of Labor Code § 2802 regarding reimbursement of work-related expenses; and (9) violation of Business and Professions Code § 17200, *et seq.* for unfair business practices. The Named Plaintiffs also asserted a representative Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) claim predicated on Defendant’s alleged violations of the Labor Code.

Defendant denies the allegations in the lawsuit. Defendant asserts compliance with all legal requirements and are resolving this action in order to avoid the risk and costs of further legal proceedings.

3. Why is this a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, the Named Plaintiffs), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Santa Cruz County Superior Court is in charge of the case. The lawsuit is known as *Jose Antonio Ortiz Arrellano v. Rocha Brothers Farms, LLC*, Case No. 21CV01286.

4. Why is there a Settlement?

The Court did not decide in favor of Named Plaintiffs or Defendant. Named Plaintiffs thinks they could have won at trial. Defendant thinks that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the risks and cost of litigation, and the individuals potentially affected will get compensation. The class representatives and the attorneys think the settlement is best for Class Members.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that all non-exempt employees who are or previously were employed by Rocha Brothers Farms, LLC in California during the period of May 19, 2017, through June 4, 2022 (“Class Period”), are Class Members.

6. What Does the Settlement Provide?

The proposed settlement provides for a cash payment by Defendant of \$1,990,000 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to Class Members who can be located and who do not exclude themselves from the settlement will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement administration costs not to exceed \$30,000.00; (b) service payment to the Named Plaintiffs not to exceed \$5,000 each for their work and efforts in prosecuting this case, providing a general release, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$663,333.33; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$25,000; and (f) PAGA Payment of \$50,000 for alleged civil penalties owed pursuant to the California Private Attorneys’ General Act. **Class Counsel’s attorneys’ fees and costs and Named Plaintiffs’ service payment remain subject to Court approval.**

By statute, the Labor and Workforce Development Agency will receive seventy-five percent of the PAGA Payment —i.e. the amount of \$37,500. Class Members who worked during the period from J December 11, 2018, through June 4, 2022 (the “PAGA Period”) will receive a portion of the remaining twenty-five percent of the PAGA Payment (“Net PAGA Penalties”).

No portion of the Net Settlement Amount will be returned to Defendant under any circumstances. Instead any unclaimed portions will be paid to the following *cy pres* recipient: Watsonville Law Center, in accordance with California Code of Civil Procedure § 384.

7. How Much Will My Payment Be?

Your estimated share of the class settlement is [INSERT AMOUNT] and is based on the number of workweeks you worked for Defendant during the Class Period, as compared to the total number of workweeks worked by all Class Members during the Class Period. Based upon Defendant’s records, the number of workweeks you worked during the Class Period is determined to be **.

Your estimated share of the Net PAGA Penalties is [INSERT AMOUNT] (“Individual PAGA Payment”) and is based on the number of workweeks you worked for Defendant during the PAGA Period, as compared to the total number of workweeks worked by all Class Members during the PAGA Period. Based upon Defendant’s records, the number of workweeks you worked during the PAGA Period is determined to be **.

If this information appears correct, you do not need to do anything further to receive your settlement payment. If

you disagree with the number of workweeks identified, see below (Question 9).

8. How Do I Get a Payment?

To qualify for payment, you need not do anything. Following the Effective Date of final approval of the settlement, Defendant will submit the Gross Settlement Amount to the Settlement Administrator. The Settlement Administrator will mail you a check after Defendant submit payment of the Gross Settlement Amount to the Settlement Administrator.

9. What If I Believe the Information is Inaccurate?

If you believe the number of workweeks that you worked for Defendant during the Class Period and/or PAGA Period is inaccurate, you may dispute it by sending a letter to Phoenix Class Action Administration Solutions, [INSERT ADDRESS] no later than [RESPONSE DEADLINE]. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Get a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a Class Member, and part of the Settlement Class. If you are a member of the Settlement Class, that means you will be giving up or “releasing” Defendant and the Released Parties from the following:

All claims that were and could have been pled in the operative Second Amended Complaint based on facts and allegations made therein for violation of Labor Code sections 201, 202, 203, 204, 207, 208, 209, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199 and 2802, that accrued during the period of May 19, 2017, through June 4, 2022 [Class Period].

Additionally, if you worked during the PAGA Period, you will be giving up or “releasing” Defendant and the Released Parties from the following:

All claims that were and could have been pled in the Second Amended Complaint based on facts and allegations made therein for penalties under the California Private Attorneys’ General Act predicated on the violation of Labor Code sections 201, 202, 203, 204, 207, 208, 209, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199 and 2802, that accrued during the period of December 11, 2018, through June 4, 2022 [PAGA Period].

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the class settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Jose Antonio Ortiz Arrellano v. Rocha Brothers Farms, LLC* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than [RESPONSE DEADLINE], to the

Settlement Administrator at [INSERT ADDRESS].

If you submit a timely and valid “opt-out” request, you will no longer be a member of the class and you will not receive any money from the class settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same class claims made in this lawsuit, at your own expense.

If you worked during the PAGA Period, you may not opt-out, or request to be excluded, from the settlement of the PAGA claim. Thus, even if you submit a timely and valid “opt-out” request, you will still receive an Individual PAGA Payment and will be deemed to have released the PAGA claims.

12. If I Don’t Exclude Myself, Can I Sue Defendant or Get Money from the Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is [RESPONSE DEADLINE].

Again, if you exclude yourself from this settlement, you cannot get money from this settlement.

13. How Do I Tell the Court that I Don’t Believe that the Settlement is Fair?

If you are a Class Member and you do not exclude yourself from the class settlement, you can object to the class settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the class settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you can do so in writing. All objections must be signed by you and must include: (1) your full name and current address, and contact information for any attorney representing you for the purposes of your objection; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your written objection postmarked no later than [RESPONSE DEADLINE], to the Settlement Administrator at _____. If you do not follow these procedures, you will be deemed not to have objected.

There is no right to object to the settlement of the PAGA claim.

14. What is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don’t like something about the class settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don’t want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

15. Do I Have a Lawyer in this Case?

In connection with the Preliminary Approval of the Settlement, the Court decided that the law firms of Diversity Law Group and Fitzpatrick & Swanston, which represent the Named Plaintiffs, are also qualified to represent you

and all Class Members. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for the Named Plaintiffs and the class will be paid from the Gross Settlement Amount. Class Counsel will ask the Court to approve up to \$663,333.33 in attorneys’ fees and for actual litigation costs incurred up to a maximum of \$25,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class Members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for each of the Named Plaintiffs in an amount up to \$5,000.00 (total \$15,000) will be paid from the Gross Settlement Amount for their work and efforts in prosecuting this case, providing a general release, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable **** on ****, 2022, at __:00 a.m., in Department **** of the Superior Court of California for the County of Santa Cruz, located at ****, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct. You may also be able to attend the final approval via Zoom or other remote means.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all Class Members who have not requested exclusion from the class will be deemed to have waived the Released Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

19. What is the Contact Information for the Court, Class Counsel, and Defendant’s Counsel?

The contact information for Class Counsel are below:

DIVERSITY LAW GROUP, P.C. Larry W. Lee lwlee@diversitylaw.com Kristen M. Agnew kagnew@diversitylaw.com Nicholas Rosenthal nrosenthal@diversitylaw.com	FITZPATRICK & SWANSTON B. James Fitzpatrick bjfitzpatrick@fandslegal.com Laura L. Franklin lfranklin@fandslegal.com 555 S. Main Street Salinas, CA 93901
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515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

Telephone: (831) 755-1311
Facsimile: (831) 755-1319

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Jose Antonio Ortiz Arrellano v. Rocha Brothers Farms, LLC
c/o Phoenix Class Action Administration Solutions

Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

PLEASE DO NOT CONTACT DEFENDANTS, THEIR MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.