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JUAN RAMON TORRES REYES on behalf of himself
and all similarly aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

JUAN RAMON TORRES REYES, on behalf
of himself and all similarly aggrieved
employees,

Plaintiff,

v.

BROTHERS HARVESTING INC.;
D'ARRIGO BROS. CO., OF CALIFORNIA;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV000658

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT; AND JUDGMENT**

Date: September 5, 2025

Time: 8:30 A.M.

Dept.: 14

Complaint Filed: March 11, 2022

Trial Date: None Set

1 Plaintiff Juan Ramon Torres Reyes (“Plaintiff”) and Defendants Brothers Harvesting
2 Inc., and D’Arrigo Bros. Co. of California (together, “Defendants”) (together with Plaintiff,
3 the “Parties”) have entered into the Amended Joint Stipulation of Class Action and PAGA
4 Settlement (“Agreement” or “Settlement Agreement”) to settle the above-captioned class
5 action subject to the Court’s approval (the “Settlement”).

6 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
7 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
8 submitted, and the presentations made in connection with the Motion which came on for
9 hearing on September 5, 2025.

10 This Court having reviewed and considered the Settlement, and having reviewed the
11 record in this action, and good cause appearing therefor, IT IS HEREBY ORDERED,
12 ADJUDGED AND DECREED AS FOLLOWS:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement Agreement filed in this case.

15 2. The Court has jurisdiction over the subject matter of the litigation, the Class
16 Representative, the Class Members, the Aggrieved Employees, and Defendants.

17 3. The Court finds that the Settlement appears to have been made and entered in
18 good faith and hereby approves the Settlement.

19 4. Plaintiff and the Class Members shall have, by operation of this Order and
20 Judgment, fully, finally, and forever released, relinquished, and discharged the Released
21 Parties from all Released Class Claims, as defined in the Settlement.

22 5. Plaintiff and the PAGA Employees, shall have, by operation of this Order and
23 Judgment, fully, finally, and forever released, relinquished, and discharged the Released
24 Parties from all Released PAGA Claims, as defined in the Settlement.

25 6. The Court finds that the Notice provided to the Class conforms with the
26 requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best
27 notice practicable under the circumstances, by providing individual notice to all Class
28 Members who could be identified through reasonable effort, and by providing due and

adequate notice of the proceedings and of the matters set forth therein to the Class Members.
The Notice fully satisfies the requirements of due process.

7. The Court finds that zero Class Members have objected to the terms of the Settlement.

8. Except as otherwise provided in the Agreement, the Settling Parties are to bear their own costs and attorneys' fees.

9. The Court finds the Gross Settlement Amount and the methodology used to calculate and pay each payment are fair and reasonable. The Court authorizes the Settlement Administrator to pay the Class Members and Aggrieved Employees in accordance with the terms of the Settlement.

10. Defendants shall pay the total Gross Settlement Amount of \$185,838.42 as follows:

a. Defendant Brothers Harvesting, Inc., shall pay a total of \$74,000.00. As of March 3, 2025, Brothers has made three payments totaling this amount into a Qualified Settlement Account established by the Settlement Administrator, thereby paying its portion in full toward the Gross Settlement Amount. Brothers shall have no obligation to any portion of the employer's share of payroll taxes.

b. Defendant D'Arrigo Bros. Co., of California, shall pay a total of \$111,838.42 within thirty (30) days of the Effective Date consisting of: (1) One Hundred Thousand Six Hundred Two Dollars and Sixteen Cents (\$100,602.16), (2) a Conditional Supplement of Eleven Thousand Two Hundred Thirty-Six Dollars and Twenty-Six Cents (\$11,236.26). In addition, D'Arrigo shall pay the full amount of the employer's share of payroll taxes on 20% of the Net Settlement Amount, as determined by the Settlement Administrator and in accordance with the terms of the Settlement Agreement.

11. From the Gross Settlement Amount, Class Counsel is awarded \$61,946.14 for fees and \$5,513.11 for costs incurred in the Action.

12. From the Gross Settlement Amount, \$2,500.00 is awarded to Plaintiff and Class Representative.

1 13. From the Gross Settlement Amount, and pursuant to the Private Attorneys
2 General Act of 2004 (California Labor Code § 2698 et seq.) as it existed prior to recent
3 amendments, \$15,000.00 shall be allocated as follows: 75% or \$11,250.00 shall be paid to
4 the California Labor and Workforce Development Agency, and the remaining 25% or
5 \$3,750.00 shall be distributed to the PAGA Employees.

6 14. From the Gross Settlement Amount, the Settlement Administrator, CPT Group,
7 is awarded \$19,000.00.

8 15. After deducting Court-approved attorneys' fees and costs, the LWDA civil
9 penalties, the Class Representative service award, and settlement administration costs from the
10 Gross Settlement Amount, the remaining balance of \$81,879.17 shall constitute the Net
11 Settlement Amount. This amount shall be distributed to Class Members on a pro-rata basis,
12 pursuant to the allocation formula set forth in the Settlement Agreement.

13 16. The Court hereby enters final judgment in this case in accordance with the terms
14 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality
15 of the Settlement or Judgment entered, this Court shall retain exclusive and continuing
16 jurisdiction over the action and the Parties, including all Class Members, for purposes of
17 enforcing and interpreting this Order and the Settlement.

18 17. Any checks issued by the Settlement Administrator to Class Members and/or
19 Aggrieved Employees shall be negotiable for not less than one hundred and eighty (180) days
20 from the date of their issuance. Pursuant to Paragraph 69 of the Settlement Agreement, in the
21 event an individual settlement payment check(s) has not been cashed within one hundred and
22 eighty (180) days, two procedures shall be implemented:

23 a. First, Defendant D'Arrigo Bros. Co., of California, shall receive a refund
24 up to \$11,236.26 plus related employer payroll taxes and not to exceed that amount,
25 corresponding to the additional 651 workweeks it agreed to fund.

26 b. Second, should any uncashed funds exceed the amount set forth above,
27 all remaining uncashed funds shall be distributed to the *cy pres* beneficiary, Rancho Cielo.

28 18. The Court sets a hearing to confirm the distribution of the Settlement as set forth

1 herein for _____, at 8:30 a.m. The Parties shall submit a
2 declaration from the Administrator regarding the distribution of the Settlement no later than 14
3 days before the hearing, which details the administration of the settlement. No appearance is
4 necessary if the declaration is timely filed and accepted by the Court.

5 **IT IS SO ORDERED AND ADJUDGED.**

6
7 DATED: _____

8 HON. CARRIE M. PANETTA
9 SUPERIOR COURT OF CALIFORNIA
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