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County of Monterey
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By Deputy: Nazarian, Agnes

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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] AMENDED ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Complaint Filed: March 9, 2022
Trial Date: None Set

1 Plaintiff Juan Ramon Torres Reyes's ("Class Representative" or "Plaintiff")
2 application for an Order Granting Preliminary Approval of Class Action Settlement was filed
3 with the Court on August 28, 2024. Defendants Brothers Harvesting, Inc. and D'Arrigo Bros.
4 Co. of California (together, "Defendants") did not oppose.

5 On September 20, 2024, the Court issued an Order Granting Preliminary Approval of
6 Class Action Settlement and Setting a Settlement Fairness Hearing. Following this, the Parties
7 met and conferred regarding certain developments that arose during the data collection process
8 prior to mailing class notice. The Parties thereafter submitted a Joint Stipulation to Amend
9 Class Action Settlement and Preliminary Approval Order, which provided a proposed
10 Amended Settlement Agreement for the Court's review and approval. Following the Court's
11 review of the Amended Settlement Agreement, accompanying amended class notice,
12 declarations and all other papers filed in this action, the Court finds the Amended Settlement
13 Agreement fair, adequate and reasonable. The terms used herein utilize the same definitions
14 as set forth in the Settlement Agreement and Amended Settlement Agreement.

15 NOW THEREFORE, IT IS HEREBY ORDERED:

16 1. This Court grants preliminary approval of the Amended Settlement Agreement
17 between Plaintiff and Defendants filed herewith. The Amended Settlement Agreement appears
18 to be fair, adequate, and reasonable to the Class.

19 2. The Class Representative and Defendants (hereafter, "Settling Parties"), through
20 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
21 Litigation on behalf of the Class (as defined below and in the Amended Settlement
22 Agreement) as a whole.

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

24 All current and former non-exempt employees of Defendant Brothers
25 Harvesting Inc. that were assigned to work for Defendant D'Arrigo Bros. Co.,
26 of California in California, at any time from March 9, 2018, to August 4, 2022.

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

1 Litigation.

2 4. The Court appoints and designates: (a) Plaintiff Juan Ramon Torres Reyes as the
3 Class Representative and (b) B. James Fitzpatrick and Laura L. Franklin of Fitzpatrick &
4 Swanston; and Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C. as Class
5 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to
6 all acts or consents required by, or which may be given, pursuant to the Amended Settlement
7 Agreement, and such other acts reasonably necessary to finalize the Amended Settlement
8 Agreement and its terms. Any Class Member may enter an appearance through his or her own
9 counsel at such Class Member's own expense. Any Class Member who does not enter an
10 appearance or appear on his or her own behalf will be represented by Class Counsel.

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

25 6. A final fairness hearing on the question of whether the proposed Amended
26 Settlement Agreement, the allocation of payments to Class Members, attorneys' fees and costs
27 to Class Counsel, the payment to the Settlement Administrator, the payment of PAGA
28 penalties to the Labor and Workforce Development Agency and Aggrieved Employees, and

1 the Class Representative Enhancement Payment should be finally approved as fair, reasonable,
2 and adequate as to the members of the Class is hereby set for Sept. 5, 2025, at 9:00
3 a.m. in this Court.

4 7. The Court hereby approves, as to form and content, the Amended Notice of
5 Proposed Class Action Settlement (“Notice Packet”) to be sent to Class Members, which is
6 attached as **Exhibit A** to the Amended Settlement Agreement. The Court finds that
7 distribution of the Notice Packet to Class Members substantially in the manner and form set
8 forth in the Settlement Agreement and this Order meets the requirements of due process and
9 shall constitute due and sufficient notice to all parties entitled thereto. The Court approves as
10 the best practicable notice the skip tracing procedure identified in the Amended Settlement
11 Agreement to locate addresses for those Class Members for whom Defendant Brothers does
12 not have contact information.

13 8. The Court appoints and designates CPT Group, Inc. as the Settlement
14 Administrator. The Court hereby directs the Settlement Administrator to provide the approved
15 Notice Packet to Class Members using the procedures set forth in the Amended Settlement
16 Agreement.

17 9. Any Class Member may choose to opt out of and be excluded from the
18 settlement as provided in the Amended Settlement Agreement and Notice Packet and by
19 following the instructions for requesting exclusion. Any person who timely and properly opts
20 out of the settlement will not be bound by the Amended Settlement Agreement or have any
21 right to object, appeal, or comment thereon. However, a Class Member who validly excludes
22 him/herself from the settlement may also be considered an Aggrieved Employee under the
23 terms of the Amended Settlement and may not exclude him/herself from the portion of the
24 Amended Settlement that pertains to Released PAGA Claims. Any Request for Exclusion
25 must be in writing and signed by each such Class Member opting out and must otherwise
26 comply with the requirements delineated in the Notice Packet. Class Members who have not
27 requested exclusion by submitting a valid and timely request by the deadline shall be bound by
28 all determinations of the Court, the Amended Settlement Agreement, and Judgment.

1 10. Any Class Member who does not opt out may object to the Amended Settlement
2 Agreement or express his or her views regarding the Amended Settlement Agreement and may
3 present evidence and file briefs or other papers that may be proper and relevant to the issues to
4 be heard and determined by the Court as provided in the Notice Packet.

5 11. Except for the Conditional Supplement totaling \$11,236.26 and any payroll taxes
6 associated with it, which shall be refunded to Defendant D'Arrigo Bros., any portion of the
7 Individual Settlement Payment and/or individual PAGA Payment not cashed within one-
8 hundred eighty (180) days from the date of issuance of the check shall be entirely paid to the
9 Rancho Cielo, after all payments for the Settlement Administration Costs, Class
10 Representative Enhancement Payment, Class Counsel Award of attorneys' fees and costs, and
11 PAGA Payment have been fully paid.

12 12. As provided in the Amended Settlement Agreement and subject to the Court's
13 final approval of the Amended Settlement Agreement prior to distribution, Defendants shall
14 make the following payments to fund the Gross Settlement Amount into a Qualified Settlement
15 Account to be established by the Settlement Administrator, as follows:

16 a. Brothers has already paid Seventy-Four Thousand Dollars (\$74,000)
17 toward the Gross Settlement Amount, which is being held by the Settlement
18 Administrator in a Qualified Settlement Account;

19 b. Within thirty (30) days of the Effective Date, D'Arrigo shall pay the
20 balance of the Gross Settlement Amount, or One Hundred Thousand Six Hundred
21 and Two Dollars and Sixteen Cents (\$100,602.16) and (2) a Conditional
22 Supplement of Eleven Thousand and Two Hundred and Thirty Six Dollars and
23 Twenty-Six Cents (\$11,236.26) in addition to the full amount of the employer's
24 share of payroll taxes, as determined by the Settlement Administrator, into a
25 Qualified Settlement Account to be established by the Settlement Administrator;
26 provided, however, if the Settlement Administrator has not determined the
27 employer's share of payroll taxes by the Effective Date, D'Arrigo Bros. will pay
28 said payroll taxes within 30 days after that calculation has been provided to

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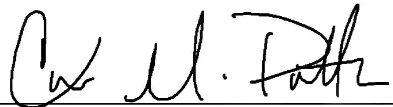
D'Arrigo Bros.

13. The Motion for Final Approval shall be filed by the Class Representative no later than sixteen (16) court days before the Settlement Fairness Hearing.

14. The Court reserves the right to adjourn or continue the date of the Settlement Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to the Class, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement.

IT IS SO ORDERED.

DATED: 4/25/2025



HON. CARRIE M. PANETTA
SUPERIOR COURT OF CALIFORNIA

EXHIBIT A

TORRES REYES v. BROTHERS HARVESTING, INC., ET AL.

SETTLEMENT ADMINISTRATOR

[INSERT SETTLEMENT ADMINISTRATOR]

IMPORTANT LEGAL MATERIALS

Barcode39 - <<SequenceNo>>

<<Name1>> <<Name2>> <<Name3>> <<Name4>>

<<Address1>>

<<Address2>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

TORRES REYES v. BROTHERS HARVESTING, INC., Case No. 22CV000658

NOTICE OF PROPOSED CLASS ACTION & PAGA SETTLEMENT

If you were employed by Brothers Harvesting, Inc. and were assigned to work for D'Arrigo Bros. Co., of California in California at any time from March 9, 2018, to August 4, 2022, you may be eligible to receive compensation from a class action settlement.

- A former employee of Brothers Harvesting, Inc. filed a wage-and-hour class and Private Attorneys General Act ("PAGA") action on behalf all other similarly situated employees against Brothers Harvesting, Inc. and D'Arrigo Bros. Co., of California (this "Action"). Brothers Harvesting and D'Arrigo Bros. Co., of California deny all allegations and contend that they have lawfully and fairly treated Class Members at all relevant times.
- To avoid the continuing expense of litigation, however, the parties have reached a settlement that the Court has preliminarily approved on the ground that the settlement is fair, reasonable, adequate, and in the best interests of the Class Members.

This Notice is Court Approved. This is not a solicitation from an attorney.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be deemed part of the Class Action, will receive payment from the Net Settlement Amount, and will be releasing all claims you may have in the Action.
EXCLUDE YOURSELF	You will NOT be deemed part of the Class Action and will NOT receive any money or release any claims under the Labor Code. However, if you are an "Aggrieved Employee" (defined below) you will still receive a portion of the PAGA penalties even if you exclude yourself.

Your options are explained in this notice. Read the entire notice. If you still have questions, please call **Settlement Administrator** at **xxx-xxx-xxxx**.

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED
SETTLEMENT.**

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1. WHY DID I GET THIS NOTICE?

You received this Notice because Brothers Harvesting, Inc. business records reflect that you worked, or continue to work, as a non-exempt employee for Brothers Harvesting, Inc. and were assigned to perform work for D'Arrigo Bros. Co., of California in California between March 9, 2018, to August 4, 2022.

This Notice is to let you know that there was a hearing on **[Preliminary Approval Hearing Date]**, in the Superior Court of the State of California for the County of Monterey, at which time Judge Carrie M. Panetta preliminarily approved the Settlement, conditionally certified a class action for the purposes of settlement only, and ordered that you receive this Notice.

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section **12**, below.

2. WHAT IS THE ACTION ABOUT?

Plaintiff Juan Ramon Torres Reyes, a former employee of Brothers Harvesting, Inc., claims that Brothers Harvesting, Inc. (“Brothers Harvesting”) and D’Arrigo Bros. Co., of California (“D’Arrigo Bros.”) violated state wage and hour laws and unfair competition laws by, among other things: failing to pay wages for all hours worked; failing to provide legally compliant meal and/or rest periods; failing to pay premiums for missed meal and rest periods; failing to pay sick pay wages at the regular rate of pay; failing to provide legally compliant wage statements; and failing to pay wages timely upon termination. Brothers Harvesting, Inc. and D’Arrigo Bros. Co., of California deny all of the allegations in the Action, assert that they have fully complied with all of their legal obligations, and are prepared to continue to defend the action vigorously. The Court has not made any ruling on the merits in the Action.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Juan Ramon Torres Reyes (“Plaintiff”) is the individual who is bringing this Action on your behalf and on behalf of other similarly situated employees.

In this Action, the Plaintiff seeks to represent you on a class and representative basis. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

Plaintiff also seeks penalties pursuant to the Private Attorneys General Act (“PAGA”) on a representative basis, on behalf of the State of California and other aggrieved employees. The Aggrieved Employees in this Action are all current and former non-exempt employees employed by Defendant Brothers Harvesting, Inc. who were assigned to work for Defendant D’Arrigo Bros. Co., of California in California, at any time from January 12, 2021, through August 4, 2022 (the “PAGA Period”).

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt employees of Defendant Brothers Harvesting, Inc. that were assigned to perform work for Defendant D’Arrigo Bros. in California at any time from March 9, 2018, to August 4, 2022 (the “Class Period”).

5. HOW MUCH IS THE SETTLEMENT?

The parties have agreed to settle the case, with the total settlement to be paid by Brothers Harvesting, Inc. and D’Arrigo Bros. Co., of California, for a maximum total payment of \$185,838.42 (“Gross Settlement Amount”), which includes: (1) anticipated attorneys’ fees of \$61,946.14, which is 1/3 of the maximum total payment, and costs to Class Counsel, which will not exceed \$12,500.00; (2) a service payment to Plaintiff for acting as the class representative, which will not exceed \$2,500.00 to Plaintiff; (3) settlement administration costs, which are estimated to be \$19,000.00; and (4) PAGA penalties (the “PAGA Payment”), which are estimated to be \$15,000.00, divided between the State of California (75% or \$11,250.00) and the Aggrieved Employees (25% or \$3,750.00). The amount of money remaining after these payments, which is known as the “Net Settlement Amount,” will be distributed to all Class

Members who do not exclude themselves from the Settlement (the “Participating Class Members”).

Twenty-five percent (25%), or \$3,750.00, of the PAGA Payment shall be distributed to the Aggrieved Employees regardless of whether they request to be excluded from the Settlement. This amount is referred to as the “Total Aggrieved Employee Payment.”

If the Court finally approves the Settlement, the Gross Settlement Amount will be funded by Brothers Harvesting and D’Arrigo Bros. Brothers Harvesting will pay \$74,000.00. D’Arrigo Bros. will pay the amount of \$111,838.42, within 30 days of the Effective Date. The timing of the payments is dependent on when the Court enters its orders.

Each Participating Class Member’s share of the Net Settlement Amount will be calculated based on the number of workweeks they worked between March 9, 2018, and August 4, 2022 (the “Class Period”). The Net Settlement Amount shall be divided among the Participating Class Members on a pro-rata basis, calculated as follows: the Net Settlement Amount will be divided by the total number of workweeks worked by all Class Members during the Class Period to establish a value for each workweek. That weekly value will then be multiplied by the number of workweeks worked by each Participating Class Member to determine his or her settlement amount. For tax reporting purposes, the Individual Settlement Payment will be allocated as 20% wages (reported on a Form W-2, with required taxes withheld) and 80% penalties and interest (reported on a Form 1099, with no withholding taken).

Each Aggrieved Employee’s share of the Total Aggrieved Employee Payment shall be divided among the Aggrieved Employees on a pro-rata basis, based upon the number of pay periods worked during the PAGA Period. Each individual Aggrieved Employee’s number of pay periods worked will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then multiplied by the Total Aggrieved Employee Payment, to obtain his or her respective individual portion of the PAGA Payment. For tax reporting purposes, the individual PAGA Payment amount will be allocated as 100% penalties (reported on a Form 1099, with no withholding taken).

Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

6. HOW MUCH WILL I RECEIVE FROM THE SETTLEMENT?

Brothers Harvesting, Inc.’s business records indicate that you worked as a non-exempt employee and were assigned to perform work at D’Arrigo Bros. Co., of California in California for <<Workweeks>> during the Class Period. Therefore, assuming every Class Member participates in the Settlement, you can expect to receive approximately \$<<EstimatedAward>>.

[APPLIES ONLY TO AGGRIEVED EMPLOYEES: Brothers Harvesting, Inc.’s business records indicate that you worked as a non-exempt employee and were assigned to perform work at D’Arrigo Bros. Co., of California in California for <<PayPeriods>> during the PAGA Period. Therefore, you are entitled to receive approximately [REDACTED] as your individual PAGA Payment.]

If you disagree with the number of workweeks indicated, please contact the Settlement Administrator and provide the total number of relevant workweeks that you believe you worked for Brothers Harvesting, Inc. and were assigned to work at D’Arrigo Bros. Co., of California in California as a non-exempt employee during the Class Period. If you dispute Brothers Harvesting,

Inc.'s business records of the number of relevant workweeks you worked, you must submit documentation, such as pay records, that you believe demonstrate that the number of relevant workweeks stated above is incorrect. Any such documentation must be postmarked on or before [REDACTED], 2025. Disputes postmarked after this date will not be honored.

If you do not provide satisfactory supporting documentation of the relevant workweeks that you believe you worked when you were employed by Brothers Harvesting, Inc. and were assigned to work at D'Arrigo Bros. Co., of California in California during the Class Period, any payment you receive will be based only on the workweeks stated by Brothers Harvesting, Inc.'s records as indicated above. Brothers Harvesting, Inc.'s records will be presumed to be correct, but the Settlement Administrator will evaluate any information and evidence you submit and determine which dates should be applied. If any dispute remains thereafter, the Court will adjudicate the dispute.

7. WHAT IS BEING RELEASED AS PART OF THE SETTLEMENT?

Upon final approval of the Settlement by the Court and funding of the Gross Settlement Amount by Brothers Harvesting, Inc. and D'Arrigo Bros. Co., of California, Class Members who do not exclude themselves from the Settlement will release and fully discharge Defendants Brothers Harvesting, Inc. and D'Arrigo Bros. Co., of California, and each of their past and present affiliated entities, parent companies, predecessors and assigns, successors, related organizations, subsidiaries, divisions, payroll processors, independent contractors, insurers, owners, officers, shareholders, executives, managers, attorneys, and employees ("Released Parties") from any and all Released Class Claims that accrued during the Released Claims Period (March 9, 2018, through August 4, 2022). The Released Class Claims are all claims that were alleged in the operative complaint of the Action and derivative claims related thereto, arising from the facts, claims, or causes of action alleged or that could have reasonably been alleged based on the facts alleged in the operative complaint of the Action, including but not limited to Labor Code §§ 201-204, 207-211, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 (PAGA), *et seq.*, including §§ 2699, 2699.3, and 2699.5, and Business and Professions Code § 17200 *et seq.*, including §§ 17201, 17203, and 17208, those arising under the Industrial Welfare Commission Orders, and California Code of Civil Procedure § 1021.5. The Released Class Claims explicitly excludes the claims asserted in the action entitled, *Juan Ramon Torres Reyes v. MB Labor Contracting, Inc., et al.*, Monterey County Superior Court Case No. 22CV000682.

The Judgment will resolve the claims to the extent provided in the Settlement Agreement and will permanently bar Participating Class Members from prosecuting any and all such claims against the Released Parties. You will remain bound by the Settlement, and you cannot sue, continue to sue, or be a part of any other lawsuit about the Released Class Claims. It also means that all Court orders in this Action will apply to you and legally bind you.

[APPLIES ONLY TO AGGRIEVED EMPLOYEES]: Upon final approval of the Settlement by the Court and funding of the Gross Settlement Amount, Aggrieved Employees will release and fully discharge the Released Parties from any and all Released PAGA Claims that accrued during the PAGA Period (January 12, 2021, through August 4, 2022). The Released PAGA Claims are all claims for penalties under the Private Attorneys General Act that were alleged in the and in the notice to the LWDA and in the operative complaint in the Action and derivative claims related thereto, arising from the facts, claims, or causes of action alleged or that could have reasonably been alleged based on the facts alleged in the operative complaint in the Action and in the notice to the LWDA, including, but not limited Labor Code §§ 201-204, 207-211, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 246, 510, 512,

558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 (PAGA), *et seq.*, including §§ 2699, 2699.3, and 2699.5, those arising under the Industrial Welfare Commission Orders, and California Code of Civil Procedure § 1021.5. The Released PAGA Claims explicitly excludes the claims asserted in the action entitled, *Juan Ramon Torres Reyes v. MB Labor Contracting, Inc., et al.*, Monterey County Superior Court Case No. 22CV000682.

The Judgment will resolve the claims to the extent provided in the Settlement Agreement and will permanently bar Aggrieved Employees from prosecuting any and all such claims against the Released Parties. You will remain bound by the Settlement, and you cannot sue, continue to sue, or be a part of any other lawsuit about the Released PAGA Claims. It also means that all Court orders in this Action will apply to you and legally bind you. This is true even if you decide to opt out of the class portion of the Settlement.]

8. WHAT ARE MY OPTIONS UNDER THE SETTLEMENT?

(a) DO NOTHING.

You do not need to do anything to participate in the settlement. If the Settlement is approved and no objections are filed, you will receive an Individual Settlement Payment from this Settlement as described above after the Final Approval Hearing on [REDACTED], 2025. You will be deemed a part of the Class Action, and you will be releasing the claims you may have, as described above. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

The checks from the Settlement will remain negotiable for 180 days. If you do not timely cash your check within that time, then the uncashed funds will be used for two purposes:

First, to provide a refund to Defendant D'Arrigo Bros. of the supplemental funds it conditionally contributed to the settlement, not to exceed Eleven Thousand Two Hundred and Thirty-Six Dollars and Twenty-Six Cents (\$11,236.26) plus any amounts contributed for the associated employer-side payroll taxes associated with this additional payment (\$11,236.26), which are estimated to be an additional [REDACTED].

Second, should any uncashed funds exceed Eleven Thousand Two Hundred and Thirty-Six Dollars and Twenty-Six Cents (\$11,236.26) plus any amounts contributed for the associated employer-side payroll taxes, all remaining funds represented by such uncashed checks shall be distributed to the following *cy pres* beneficiary: Rancho Cielo.

(b) OBJECT TO THE SETTLEMENT.

You can object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, and you will also receive an Individual Settlement Payment. To object, you must mail your written objection (in English or Spanish) and any notice of intention to appear at the Final Approval Hearing to the Settlement Administrator at the address listed below by [INSERT OBJECTION DEADLINE] (45 days after the date of mailing of this Notice):

TORRES REYES v. BROTHERS HARVESTING, INC.
SETTLEMENT ADMINISTRATOR
[INSERT SETTLEMENT ADMINISTRATOR]
Toll-free number: [TBD]

Any written objection must state the specific reason(s) for your objection and any legal support for each objection. Your objection and the envelope containing the objection must state: “Attention: *TORRES REYES v. BROTHERS HARVESTING, INC.*, CASE NO. 22CV000658.” Your objection must also state your full name, current address, telephone number, and signature, and include any and all evidence you want considered by the Court. If you wish to address the Court at the Final Approval Hearing scheduled for [REDACTED], you must also state your desire to be heard at the Final Approval Hearing in your written objection. If you follow these procedures, you may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

(c) REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

If you do not want to participate in the class action portion of the settlement, you have the right to request to be excluded. To do so, you must submit a written request for exclusion (either in English or Spanish) to the Settlement Administrator at the following address:

TORRES REYES v. BROTHERS HARVESTING, INC.
SETTLEMENT ADMINISTRATOR
[INSERT SETTLEMENT ADMINISTRATOR]

To be valid, a written request for exclusion must state that you wish to be excluded, and (1) must contain your name, current address, and telephone number; (2) must be signed by you; (3) must be postmarked on or before [EXCLUSION DEADLINE]; and (4) must be returned to the Settlement Administrator at the address listed above.

Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Released Class Claims (and Released PAGA Claims, if applicable) described in this Notice. Class Counsel will not represent your interests if you request to be excluded.

[APPLIES TO AGGRIEVED EMPLOYEES: Even if you exclude yourself from the class action portion of the settlement, you will still receive your portion of the PAGA Payment and discharge the Released PAGA Claims.]

9. WHO ARE THE LAWYERS IN THIS CASE?

Counsel for PLAINTIFF and the CLASS:

B. James Fitzpatrick, Esq.
Laura L. Franklin, Esq.
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311

Larry W. Lee, Esq.
Max W. Gavron, Esq.
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

10. HOW WILL THE LAWYERS AND CLASS REPRESENTATIVE BE PAID?

The lawyers representing Plaintiff and the Class Members (“Class Counsel”) will be requesting from the Court an amount not to exceed one-third (1/3) of the Gross Settlement Amount (or approximately \$61,946.14) for their attorneys’ fees, and reimbursement of their litigation costs not to exceed \$12,500.00. A copy of Class Counsel’s application for attorneys’ fees and costs can be viewed at the courthouse after [INSERT DATE 16 Court days before final approval], during normal business hours. The actual amount awarded to Class Counsel will be determined by the Court.

Class Counsel will also ask the Court to approve a payment to Plaintiff Juan Ramon Torres Reyes of up to \$2,500.00 for his services as Class Representative and his willingness to accept the risks of bringing this case. This amount also is subject to Court approval.

11. NOTICE OF HEARING ON FINAL APPROVAL AND OBJECTIONS TO CLASS ACTION SETTLEMENT.

The Court will hold a Final Approval Hearing on [REDACTED], 2025, at 8:30 a.m., in Department 14 of the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940, to consider any objections that may be submitted and determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class. The Final Approval Hearing may be continued without further notice to the Class Members.

It is not necessary for you to appear at the Final Approval Hearing unless you have timely filed an objection with the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

If you have requested exclusion from the Settlement, you may not speak at the Final Approval Hearing.

12. HOW DO I GET MORE INFORMATION?

This Notice contains a summary of the basic terms of the Settlement. For the precise terms, you may review the Joint Stipulation of Class Action and PAGA Settlement (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action). The pleadings and other records in this litigation, including the Complaint, the Court’s Preliminary Approval Order, and Class Counsel’s application for attorneys’ fees and costs, may be examined in person at the Clerk’s office at the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Torres Reyes v. Brothers Harvesting, Inc. Class Action Settlement.

TORRES REYES v. BROTHERS HARVESTING, INC.
SETTLEMENT ADMINISTRATOR
[INSERT INFO]

You may also contact the attorneys for the Class, whose names and contact information are listed above. **PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' LAWYERS FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS.**

13. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of your Individual Settlement Payment.

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PROOF OF SERVICE

I am employed in the County of Monterey, State of California. I am over the age of 18 and not a party to the within action; my business address is FITZPATRICK & SWANSTON, 555 S. Main Street, Salinas, California 93901.

On the date written below, I served the foregoing document(s), described as
[PROPOSED] AMENDED ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
on the interested parties in this action as indicated below and by the following means:

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(BY ELECTRONIC SERVICE) Pursuant to CCP § 1010.6, Cal. Rules of Court, Rule 2.251, I caused the document(s) to be served through the Odyssey eFileCA portal (www.california.tylerhost.net), addressed to the person(s) at the e-mail address(es) listed above. I did not receive within a reasonable time after e-service, any electronic message or other indication that e-service was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on April 17, 2025, at Salinas, California.

/s/ Josie Favila

Josie Favila