

1 Santos Gomez (Cal. SBN 172741)
2 Dawson Morton (Cal. SBN 320811)
3 LAW OFFICES OF SANTOS GOMEZ
4 1003 Freedom Boulevard
5 Watsonville, CA 95076
6 Ph: 831-228-1560
7 Fax: 831-228-1542
8 santos@lawofficesofsantosgomez.com
9 dawson@lawofficesofsantosgomez.com

10 ATTORNEYS FOR PLAINTIFFS

11
12 IN THE UNITED STATES DISTRICT COURT
13 FOR THE NORTHERN DISTRICT OF CALIFORNIA
14 SAN JOSE DIVISION

15 RAUL MAGANA-MUNOZ, JOSE
16 SANTIAGO HERRERA-VERA and
17 others similarly situated,

18 Plaintiffs,

19 vs.

20 WEST COAST BERRY FARMS, LLC,
21 RANCHO NUEVO HARVESTING, INC.,
22 AND RANCHO HARVEST, INC.

23 Defendants.

CASE NO.: 5:20-cv-2087-EJD

**CONSENT JUDGMENT AND
STIPULATION FOR CLASS
ACTION SETTLEMENT,
AFFIRMATIVE RELIEF, AND
RELEASE OF CLAIMS**

24 Raul Magana-Munoz and Jose Santiago Herrera-Vera (“Plaintiffs”) and West
25 Coast Berry Farms, LLC, Rancho Nuevo Harvesting, Inc., and Rancho Harvest, Inc.,
26 (“Defendants”) hereby enter into the following Consent Judgment and Stipulation for
27 Class Action Settlement, Affirmative Relief, and Release of Claims.

STIPULATION

A. DEFINITIONS

28 1. “Action” means the civil action pending in the United States District Court
for the Northern District of California, San Jose Division, titled *Raul Magana-Munoz*

1 *et al. v. West Coast Berry Farms, LLC, et al.* Case No. 5:20-cv-2087-EJD.

2 2. “Class Counsel” means Santos Gomez and Dawson Morton of the Law
3 Offices of Santos Gomez.

4 3. “Class Members” means the 307 persons that worked for Defendants
5 under the terms of the job orders identified below as agricultural workers during the
6 express time period of the particular job order and within the overall time period of
7 April 25, 2018 to November 30, 2018.

8 4. “Class Period” is the period of April 25, 2018 to November 30, 2018 and
9 is limited to the time period for which each worker employed under the terms of the
10 three job orders attached to the original complaint in this action as Exhibits B, C and
11 D with employment dates of April 25, 2018 to November 30, 2018, June 25, 2018 to
12 October 31, 2018, and July 1, 2018 to October 31, 2018, respectively.

13 5. “Class Representatives” and “Plaintiffs” means Raul Magana-Munoz and
14 Jose Santiago Herrera-Vera.

15 6. “Court” means the United States District Court for the Northern District
16 of California, San Jose Division.

17 7. “Defendants” refers collectively to West Coast Berry Farms, LLC,
18 Rancho Nuevo Harvesting, Inc., and Rancho Harvest, Inc.

19 8. The “Effective Date” means the latest of the following: (a) if no Class
20 Member makes an objection to the Settlement, the date the Court grants final approval
21 to the Settlement; (b) if a Class Member objects to the Settlement but dismisses or
22 withdraws the objection prior to a ruling on the objection, the date the Court grants
23 final approval to the Settlement; (c) if an objection by a Class Member is ruled on by
24 the Court, the date for seeking appellate review of the Court’s final approval of the
25 Settlement has passed without a timely request for review; (d) the date a Class
26 Member’s appeal from the Court’s final approval of the Settlement has been
27 voluntarily dismissed; or (e) the date the appellate court has rendered a final judgment
28

1 on a appeal and time for further review by way of petition for rehearing or certiorari
2 has passed.

3 9. “Gross Settlement Amount” means the amount of Eight Hundred and
4 Twenty-Five Thousand Dollars (\$825,000) to be paid by Defendants pursuant to this
5 Consent Judgment and Stipulation for Class Action Settlement. The following
6 payments will be made from the Gross Settlement Amount: (1) the amount of
7 attorney’s fees and litigation costs awarded to Class Counsel; (2) the cost of settlement
8 administration, (3) the amount of Service Payments awarded to the Plaintiffs; and (4)
9 the settlement benefits to Class Members who do not exclude themselves from the
10 Settlement. The Gross Settlement Amount does not include payments for Defendants’
11 share of payroll taxes on the portion of settlement benefits allocated to wages which
12 are to be paid in full by Defendants separately.

13 10. “Net Settlement Amount” means the portion of the Gross Settlement
14 Amount remaining after deductions are made for the amount of attorney’s fees and
15 litigation costs awarded to Class Counsel, costs of settlement administration, and the
16 amount of Service Payments awarded to the Plaintiffs.

17 11. “Notice” means the Notice of Class Action Settlement, substantially in the
18 form attached as Exhibit A, to be mailed out by the Settlement Administrator to Class
19 Members.

20 12. “Parties” means the Class Representatives and Defendants.

21 13. “Settlement” or “Agreement” means this Consent Judgment and
22 Stipulation For Class Action Settlement, Affirmative Relief and Release of Claims.

23 14. “Settlement Administrator” means Atticus Administration, who will
24 perform the duties of: (i) conducting address traces to locate Class Members as
25 necessary; (ii) preparing and mailing the Notice of Class Action Settlement, (iii)
26 tracking requests for exclusion; (iv) responding to Class Member inquiries; (v)
27 distributing all payments required by the Settlement; (vi) tax reporting in connection
28

1 with the Settlement; and (vii) any other duties necessary for administration of the
2 Settlement.

3 **B. RECITALS**

4 1. Plaintiffs are migrant and seasonal farmworkers employed by Defendants
5 in the harvest of strawberries who performed work for Defendants under the terms of
6 the three employment contracts (H-2A “job orders”) attached to the original complaint
7 in this action as exhibits B, C and D with employment dates of April 25, 2018 to
8 November 30, 2018, June 25, 2018 to October 31, 2018, and July 1, 2018 to October
9 31, 2018 (“Class Members”). Plaintiffs filed this Class Action to assert their rights to
10 the Federal Minimum Wage, California Minimum and Overtime Wages, their
11 contractual employment rights, and their rights to be paid for all hours of work,
12 reimbursed for necessary expenses, payment of meal and rest break premium wages,
13 and to receive lawful, accurate and complete paystubs. Plaintiffs alleged they were
14 compensated on a piece rate and hourly basis, but Defendants typically only recorded
15 hours worked between the scheduled start and scheduled end of the work day failing
16 to record all compensable time including travel time and waiting time. Plaintiffs also
17 alleged violations of the H-2A job order contract and of their right to reimbursement
18 for expenses incurred under federal and California law. As a result of these claims,
19 Plaintiffs alleged violations of the following: (1) the Fair Labor Standards Act
20 (“FLSA”), 29 U.S.C. §§ 201 *et seq.*; (2) California minimum wages laws, Cal. Lab.
21 Code §§ 1182.11-1182.13, 1194 and 1197; (3) California overtime laws, Cal. Lab.
22 Code § 1194 and Wage Order 14; (4) California meal period laws, Cal. Lab. Code §§
23 226.7, 512 and Wage Order 14; (5) California rest break laws, Cal. Lab. Code §§
24 226.2, 226.7, 1198 and Wage Order 14; (6) California reimbursement and
25 indemnification for business expenses law, Cal. Lab. Code § 2802; (7) failure to pay
26 wages upon separation, Cal. Lab. Code §§ 201-203; (8) unfair business practices
27 arising from the above alleged Labor Code violations pursuant to Cal. Bus. & Prof.
28

1 Code §§ 17200 *et seq.*; (9) failure to compensate nonproductive time, Cal. Lab. Code
2 §§ 226.2 *et seq.*; and (10) breach of employment contract.

3 2. Defendants are a berry grower and marketer, and two registered farm labor
4 contractors. Defendants have agreed to settle this dispute on a class-wide basis for the
5 purposes of this settlement, but admit no liability. Defendants specifically disclaim
6 any wrongdoing and disclaim any liability to Plaintiffs for any violation of their rights,
7 including any violation of common law, statute, or contracts.

8 3. After two prior mediations that did not result in a settlement, on April 26,
9 2023, the parties participated in a day-long mediation with Mediator Bonnie Sabraw
10 of the firm ADR Services, Inc. in Oakland, California and arrived at the settlement
11 contained within this long form settlement agreement which provides a full and
12 complete resolution of all the class claims alleged in the complaint for the three
13 employment contracts attached to the original complaint.

14 4. Class Counsel are of the opinion that the Settlement is fair, reasonable,
15 and adequate, and is in the best interest of the Class Members in light of all known
16 facts and circumstances. Defendants also agree that the Settlement is fair, reasonable
17 and adequate.

18 **C. TERMS OF SETTLEMENT**

19 1. Gross Settlement Amount: Defendants shall pay the Gross Settlement
20 Amount of Eight Hundred and Twenty-five Thousand Dollars (\$825,000). The Gross
21 Settlement Amount includes payments for: (1) the amount of attorney's fees and
22 litigation costs awarded to Class Counsel; (2) the amount of Service Payment awarded
23 to Plaintiffs; (3) the cost of settlement administration; and (4) settlement benefits to
24 Class Members who do not exclude themselves from the Settlement. The Gross
25 Settlement Amount does not include the employer's share of payroll taxes owed on the
26 portion of settlement benefits paid to Class Members that are allocated to wages which
27 Defendants shall pay in full, separately from the Gross Settlement Amount, to the
28 extent payroll taxes are owed for the payments made by the Settlement Administrator.

1 Defendants shall pay the Gross Settlement Amount and the employer's share of payroll
2 taxes no later than twenty days after the Effective Date.

3 2. Non-Monetary Relief: In addition to the Gross Settlement Amount,
4 Defendants Rancho Nuevo Harvesting and/or Rancho Harvest agree to and shall be
5 ordered to implement and enforce the following employment practices for a period of
6 one year and six months following Final Approval:

- 7 (a) Rancho Nuevo Harvesting and/or Rancho Harvest shall offer employment
8 to all named and opt-in plaintiffs, including using best efforts to obtain H-
9 2A visa certifications sufficient to extend offers pursuant to that visa
10 program, or its successor, to each named plaintiff and opt-in plaintiff.
11 Defendants do not guarantee visa issuance and will have no responsibility
12 or obligation as to Plaintiffs or opt-in plaintiffs if employment is offered
13 and a visa is denied by USCIS. Employment will be offered within 12-
14 months of Final Approval and shall be of at least three months duration;
- 15 (b) Rancho Nuevo Harvesting and/or Rancho Harvest shall use their
16 timekeeping system to record, maintain and compensate H-2A workers
17 and others similarly employed from the time of field arrival for employees
18 utilizing employer-provided transportation for each such worker even
19 where the arrival is before the scheduled start time for work. This is to be
20 implemented before September of 2023 or within 30 days of preliminary
21 approval, whichever is sooner;
- 22 (c) Rancho Nuevo Harvesting and/or Rancho Harvest shall pay directly or
23 reimburse in the first work week all H-2A worker expenses incurred to
24 come to work for Rancho Nuevo Harvesting and/or its clients, including
25 application fees, transportation expenses (including travel within Mexico
26 prior to visa appointments), paperwork and processing fees, and visa fees
27 paid by or on behalf of any prospective H-2A worker; and
28

1 (d) Rancho Nuevo Harvesting and/or Rancho Harvest shall pay or advance
2 transportation and subsistence expenses for each H-2A worker to return
3 home. Specifically, Defendants Rancho Nuevo Harvesting and/or Rancho
4 Harvest shall provide or pay transportation and subsistence expenses back
5 to the H-2A workers home on or before their last day of work for the
6 season and shall provide each worker a written document verifying the
7 transportation provided or the specific amounts provided and the
8 calculation used showing the amount provided for bus travel for each
9 portion of the trip and the amount provided for daily subsistence expenses.

10 3. Certification by Defendants: At the time of the Final Approval Hearing,
11 Defendants Rancho Nuevo Harvesting and Rancho Harvest shall file a certification that
12 the practices identified above in paragraph 2 and its subparts have been implemented
13 and provide the date or dates by which they were implemented.

14 4. Attorney's Fees and Costs: Class Counsel will apply to the Court for an
15 award of up to Two Hundred and Six Thousand Two Hundred and Fifty Dollars
16 (\$206,250) for attorneys' fees (25% of the Gross Settlement Amount), and an
17 application to the Court for an award of up to Twenty-Five Thousand Five Hundred
18 Dollars (\$25,500) for litigation costs, to compensate Class Counsel for the work
19 already performed in this case and all work remaining to be performed in obtaining the
20 Consent Judgment, securing Court approval, and ensuring that the Settlement is fairly
21 administered and implemented. The Settlement Administrator will issue to Class
22 Counsel a Form 1099-MISC with respect to their award of attorneys' fees and costs. If
23 the Court does not award the requested amount, any reduction in the amount awarded
24 shall be allocated to the class.

25 5. Service Payment to Class Representative: Plaintiffs will request the Court
26 award Seven Thousand Five Hundred Dollars (\$7,500) to each named Plaintiff, for a
27 total award of \$15,000 in service payments, for their service as the Class
28 Representatives ("Service Payment") in addition to any payment they may otherwise

1 receive as a Class Members. The Settlement Administrator will issue to Plaintiffs an
2 IRS Form 1099-MISC for their Service Payments. If the Court does not award the
3 requested amount, the difference, if any, shall be allocated to the class.

4 6. Distribution to Class Members: Each member of the Class who does not
5 submit a timely request for exclusion from the Settlement shall receive his/her pro-rata
6 share of the Net Settlement Amount based on the following distribution: (1) each class
7 member who filed a FLSA consent to sue shall receive \$500 in liquidated damages in
8 addition to their other class distribution for the untimely or nonpayment of first work
9 week and final work week reimbursements; (2) each class member shall receive \$210
10 for costs to return to Mexico for each period of contractual employment in the Class
11 Period; (3) each class member shall receive \$150 as a reimbursement payment; and (4)
12 the remaining class funds shall be distributed as follows number of work weeks they
13 performed work for Defendants under the terms of the H-2A job orders identified in
14 paragraph A(1) during the Class Period as a portion of all such work weeks in the Class
15 Period.

16 7. Non-Reversionary; Cy Pres: The settlement is completely non-
17 reversionary and the entire Net Settlement Amount shall be distributed to Class
18 Members who do not exclude themselves from the Settlement. In the event payments
19 cannot be made to Class Members, Class Members are not located for payments, or
20 settlement payments available to Class Members are not requested, are not received, or
21 are returned within 240 days after payment availability, the funds shall be redistributed
22 among Class Members who have received payment, provided there are sufficient funds
23 to provide payment to Class Members and cover the cost of any redistribution. If the
24 funds are insufficient for redistribution, remaining funds shall be paid by the Settlement
25 Administrator evenly between the not for profit food banks, Food Share, Inc. located
26 in Oxnard, California and Food Bank for Monterey County, located in Salinas,
27 California.

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1 8. Tax Allocation of Class Member Distributions: The Parties agree that the
2 Settlement payments to Class Members will be treated as follows: 50% of the payments
3 shall be allocated to wages, 20% shall be allocated to interest, 20% shall be allocated
4 to penalties, and 10% shall be allocated to reimbursement for business expenses. The
5 Settlement Administrator shall be responsible for issuing class members a Form W-2
6 with respect to the portion of settlement benefits allocated to wages and, to the extent
7 required by law, a Form 1099 with respect to the portion of settlement benefits allocated
8 to interest and penalties.

9 9. Funding and Distribution Dates: Within five business days after the
10 Effective Date, the Settlement Administrator shall advise Defendants of the total
11 amount of funds needed for making all payments required under the Settlement,
12 including the payments to be made from the Gross Settlement Amount and the
13 employer's share of payroll taxes to be paid separately from and in addition to the Gross
14 Settlement Amount. Defendants shall remit to the Settlement Administrator the total
15 amount of funds needed to fully fund the settlement and pay the employer's share of
16 payroll taxes within twenty (20) days after the Effective Date. The Settlement
17 Administrator shall make all payments required under the Settlement as soon as
18 practicable after receipt of settlement funds from Defendants.

19 **D. NOTICE, EXCLUSION AND OBJECTION PROCEDURES**

20 1. Within fifteen (15) days following the Court's entry of an Order Granting
21 Preliminary Approval of the Settlement, Defendants shall provide to the Settlement
22 Administrator, with a copy to Class Counsel, a database or spreadsheet listing the
23 complete name, last known home address, and social security number, dates of
24 employment, and number of workweeks worked during the class period for each of the
25 three hundred and seven Class Members (the "Class List"). The Settlement
26 Administrator will use the data Defendants provide to calculate the estimated amount
27 each class member will receive. The estimated amount will be included in Notice of
28 Class Settlement each class member will receive.

1 2. Within ten (10) days after receiving the Class List from Defendants, the
2 Settlement Administrator shall send a Notice to each Class Member, in English and
3 Spanish, by WhatsApp notice, emails (if available), and by first class mail in the form
4 attached as Exhibit A. The Settlement Administrator shall provide Class Counsel a
5 copy of the Class List for Class Counsel to use to answer any class member's questions
6 and to assist the Settlement Administrator in the administration of the Settlement. The
7 Settlement Administrator shall also prepare and maintain a website through the
8 administration of the settlement where the Notice, Class Counsel's contact information,
9 and any other case information shall be available to Class Members in English and
10 Spanish.

11 3. The Settlement Administrator shall use reasonable standard skip tracing
12 procedures as necessary to verify the accuracy of all addresses before the initial mailing
13 date to ensure that the Notice is sent to all Class Members at the addresses most likely
14 to result in immediate receipt of those documents. It shall be conclusively presumed
15 that any Notice so mailed and not returned as undeliverable within thirty (30) days of
16 the mailing shall have been received by the Class Member. With respect to any returned
17 Notices, the Settlement Administrator shall use reasonable diligence to obtain a current
18 address and re-mail to such address.

19 4. Class Members shall have sixty (60) days from the initial mailing of the
20 Notice by the Settlement Administrator to request exclusion from the Settlement by
21 submitting a request in writing to be excluded from the Settlement to the Settlement
22 Administrator. If disputes about the validity or timeliness of any request for exclusion
23 arise, the Parties shall meet and confer. If the Parties cannot resolve the dispute, the
24 Court shall make a final and binding determination as to whether the request for
25 exclusion shall be deemed valid.

26 5. Class Members who submit a timely and valid request for exclusion will
27 not be bound by the release provisions of the Settlement and will not be entitled to
28 receive any settlement benefits under the Settlement.

1 6. Class Members shall have sixty (60) days from the initial mailing of the
2 Notice Packet by the Settlement Administrator to submit any objections to the
3 Settlement and advise of their desire to appear at the Final Fairness Hearing. The Class
4 Notice shall include specific instructions to Class Members for submitting objections,
5 which must be sent in writing to the Settlement Administrator.

6 **E. RELEASE OF CLAIMS**

7 1. Class Members' Released Claims: Each Class Member who does not
8 submit a timely and valid request for exclusion shall, upon the Effective Date, be
9 deemed to have released Defendants and any parent or subsidiary corporation, and their
10 officers, directors, employees, partners, shareholders and agents, and any other
11 successors, assigns, or legal representatives (“Released Parties”), from any and all
12 claims, rights, demands, liabilities and causes of action under California law that Class
13 Members asserted in the Action for the time period of their employment contract which
14 is no greater than from April 25, 2018 through and including November 30, 2018,
15 including all claims for: (a) federal minimum wages, 29 U.S.C. § 206(a); (b) California
16 unpaid minimum wages, Cal. Lab. Code §§ 1182.11-1182.13, 1194 and 1197, (c)
17 unpaid overtime wages, Cal. Lab. Code § 1194 and Wage Order 14, (d) failure to
18 provide meal periods, Cal. Lab. Code §§ 226.7, 512 & Wage Orders, (e) failure to
19 provide rest breaks, Cal. Lab. Code §§ 226.2, 226.7, 1198 & Wage Orders, (g) failure
20 to reimburse for business expenses, Cal. Lab. Code § 2802, (h) failure to pay wages
21 upon separation, Cal. Lab. Code §§ 201-203, (i) unlawful business practices related to
22 the above alleged Labor Code violations pursuant to Cal. Bus. & Prof. Code §§ 17200
23 *et seq.*, (j) failure to compensate nonproductive time, Cal. Lab. Code 226.2, and (k)
24 breach of employment contract.

25 2. Plaintiffs' Release of Claims and Waiver of Section 1542: Plaintiffs
26 hereby release all claims asserted in the Complaint and the release also includes such
27 other claims, demand, cause of action, obligation, damage, liability, charge, attorneys'
28 fees and costs which they now hold or which could have been asserted in the

1 Complaint. The Parties hereby expressly waive and relinquish all rights and benefits,
2 if any, arising under the provisions of Section 1542 of the Civil Code of the State of
3 California, which provides:

4 **Section 1542. [Certain Claims Not Affected By General**
5 **Release.] A general release does not extend to claims which the**
6 **creditor or releasing party does not know or suspect to exist in**
7 **his or her favor at the time of executing the release and that, if**
8 **known by him or her, would have materially affected his or**
9 **her settlement with the debtor or released party.**

10 **F. COURT APPROVAL**

11 1. Plaintiffs shall promptly move the Court for the entry of an Order Granting
12 Preliminary Approval of the Settlement and Approval and Entry of the Nonmonetary
13 Terms as a Consent Judgment.

14 2. In accordance with the Court's Order Granting Preliminary Approval of
15 the Settlement, Plaintiffs, after the Settlement Administrator has mailed the Notice to
16 Class Members and the time for Class Members to request exclusion from or make an
17 objection to the Settlement has expired, shall move the Court for the entry of an Order
18 Granting Final Approval of the Settlement and entering Consent Judgment, including
19 the performance of the non-monetary terms.

20 3. This Settlement shall not take effect until the Court has entered an order
21 granting final approval of the Settlement and that order has become final after any
22 objections to the Settlement or any appeals from the order granting final approval of
23 the Settlement have been resolved.

24 4. The Parties agree to waive appeals from the Court's order granting final
25 approval of the Settlement with the following exceptions: (1) the Plaintiffs and/or
26 Defendants may appeal if the Court materially modifies the Settlement; and (2)
27 Plaintiffs may appeal if the Court awards attorney's fees and costs or Service Payments
28 in an amount less than requested. Any appeal with respect to the amount of attorney's
fees and costs or Service Payments shall not affect the finality of the Settlement in any

1 other regard or delay the payment of settlement benefits to Class Members or the
2 payment of administration costs to the Settlement Administrator.

3 **G. MISCELLANEOUS**

4 1. The respective signatories to the Settlement represent that they are fully
5 authorized to enter into this Settlement and bind the respective Parties to its terms and
6 conditions.

7 2. The Parties agree to cooperate fully with each other to accomplish the
8 terms of this Settlement, including but not limited to, execution of such documents and
9 to take such other action as may reasonably be necessary to implement the terms of the
10 Settlement. The Parties shall use their best efforts, including all efforts contemplated
11 by this Settlement and any other efforts that may become necessary by order of the
12 Court, or otherwise, to effectuate the terms of this Settlement.

13 3. Nothing contained in this Settlement shall be construed or deemed an
14 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants,
15 and Defendants deny any such liability. Each of the Parties has entered into this
16 Settlement with the intention to avoid further disputes and litigation with the attendant
17 inconvenience and expenses. This Consent Judgment is a Court document and once
18 finally approved and entered as an Order shall be admissible as evidence of its terms.

19 4. This Settlement may be executed in counterparts, and when each party has
20 signed at least one such counterpart, each counterpart shall be deemed an original, and,
21 when taken together with other signed counterparts, shall constitute execution of the
22 Settlement, which shall be binding upon and effective as to all Parties.

23 5. The Court will have continuing jurisdiction over the Action for the
24 purpose of implementing the terms of the Consent Judgment and Settlement including
25 the performance of the non-monetary terms, the preliminary and final approval of the
26 Settlement, entry of judgment, and post-judgment issues, until all related matters are
27 fully resolved. Any dispute regarding the Parties' obligations pursuant to this
28

1 Settlement and/or interpretation of the terms of this Settlement will be presented by
2 written motion to, and resolved by, the Court.

3 **IT IS SO AGREED.**

4 **Plaintiffs**

7 Dated: June __, 2023


Raul magana munoz (Jun 20, 2023 13:03 CDT)

Raul Magana-Munoz

10 Dated: June __, 2023

Jose Santiago Herrera-Vera

Jose Santiago Herrera-Vera

13 **Defendants**

16 Dated: June __, 2023

By: _____
West Coast Berry Farms, LLC

West Coast Berry Farms, LLC

19 Dated: June __, 2023

By: _____
Rancho Nuevo Harvesting, Inc.

Rancho Nuevo Harvesting, Inc.

22 Dated: June __, 2023

By: _____
Rancho Harvest, Inc.

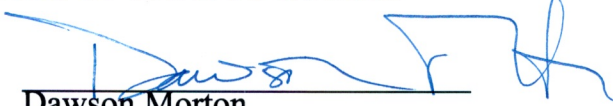
Rancho Harvest, Inc.

24 **APPROVED AS TO FORM**

25 Dated: June 14, 2023

LAW OFFICES OF SANTOS GOMEZ

27 By



Dawson Morton
Santos Gomez
Attorneys for Plaintiffs and the Class

1 ha celebrado este Acuerdo con la intención de evitar más disputas y litigios con los
2 consiguientes gastos e inconvenientes. Esta Sentencia por mutuo acuerdo es un
3 documento judicial y una vez que sea aprobada finalmente y registrada como una
4 Orden, será admisible como prueba de sus términos.

5 4. Este Acuerdo puede ejecutarse en duplicado, y cuando cada parte haya
6 firmado al menos uno de dichos duplicados, cada duplicado se considerará un original
7 y, cuando se junte con otros duplicados firmados, constituirá la ejecución del Acuerdo,
8 que será vinculante y efectivo en cuanto a todas las Partes.

9 5. El Tribunal tendrá jurisdicción continua sobre la acción con el fin de
10 implementar los términos de la Sentencia por mutuo acuerdo y el Acuerdo, incluyendo
11 la ejecución de los términos no monetarios, la aprobación preliminar y definitiva del
12 Acuerdo, la emisión del fallo y cuestiones posteriores al fallo, hasta que todos los
13 asuntos relacionados se hayan resuelto por completo. Cualquier disputa relacionada
14 con las obligaciones de las Partes conforme a este Acuerdo y/o la interpretación de los
15 términos de este Acuerdo se presentará por escrito ante el Tribunal y será resuelta por
16 el mismo.

17
18 **SE ACUERDA.**

19 **Demandantes**

20
21
22 Fecha: __ de mayo del 2023

Raúl Magaña-Muñoz

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25 Fecha: __ de mayo del 2023

Jose Santiago Herrera Vera
José Santiago Herrera-Vera

1 Settlement and/or interpretation of the terms of this Settlement will be presented by
2 written motion to, and resolved by, the Court.

3 **IT IS SO AGREED.**

4 **Plaintiffs**

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7 Dated: June __, 2023

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Raul Magana-Munoz

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10 Dated: June __, 2023

11 _____
Jose Santiago Herrera-Vera

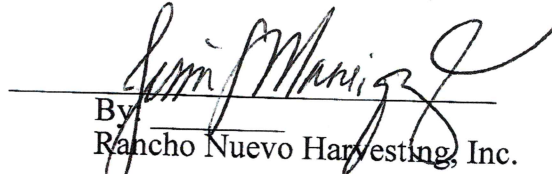
12
13 **Defendants**

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16 Dated: June 20, 2023

17 _____

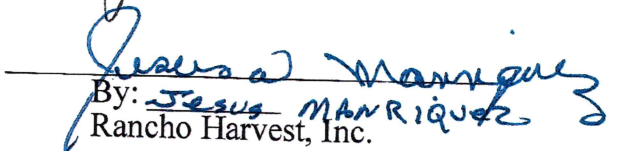

By: BOBBY JONES
West Coast Berry Farms, LLC

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19 Dated: June 24, 2023

20 _____


By: _____
Rancho Nuevo Harvesting, Inc.

21
22 Dated: June 29, 2023

23 _____


By: JESUS MANRIQUEZ
Rancho Harvest, Inc.

24 **APPROVED AS TO FORM**

25 Dated: June __, 2023

26 LAW OFFICES OF SANTOS GOMEZ


27 By

28 _____
Dawson Morton
Santos Gomez
Attorneys for Plaintiffs and the Class

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Dated: July 10, 2023

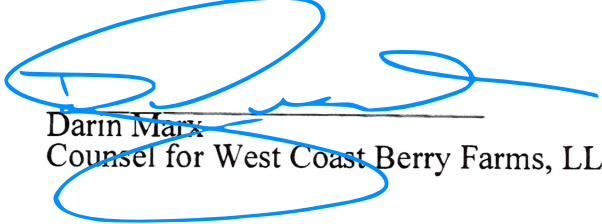
FISHER & PHILLIPS

By 

Rebecca Hause-Schultz
Counsel for Rancho Nuevo Harvesting, Inc. and
Rancho Harvest, Inc.

Dated: June __, 2023

LOWTHORP RICHARDS

By 

Darin Marx
Counsel for West Coast Berry Farms, LLC