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Attorneys for Plaintiff  
PANTALEON AVALOS SALINAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CRUZ

PANTALEON AVALOS SALINAS, on  
behalf of himself and all others similarly  
situated,

Plaintiff,

vs.

MAR VISTA BERRY FARMS, INC.; and  
DOES 1-10, inclusive,

Defendants.

**Putative Class Action**

Case No. 24CV00609

**STIPULATION REGARDING CLASS  
ACTION SETTLEMENT AND RELEASE  
OF CLAIMS**

Plaintiff Pantaleon Avalos Salinas (“Plaintiff”) and defendant Mar Vista Berry Farms, Inc.  
 (“Defendant”) (jointly, the “Parties”), hereby enter into this stipulation regarding class action  
 settlement and release of claims.

**STIPULATION**

**A. DEFINITIONS**

1. “Action” means the civil class action complaint pending in the Superior Court of the  
 State of California in and for the County of Santa Cruz, titled *Pantaleon Avalos Salinas v. Mar Vista*

1 *Berry Farms, Inc.*, Case No. 24CV00609.

2 2. “Class Counsel” means Santos Gomez of the Law Offices of Santos Gomez and Maria  
3 Esmeralda Vizzusi of The Law Office of Maria E. Vizzusi.

4 3. “Class Members” all current and former piece-rate non-exempt employees who worked  
5 for Defendant in the State of California at any time from February 28, 2020 through to September 6,  
6 2024 (“Class Period”).

7 4. “Class Representative” and “Plaintiff” means Pantaleon Avalos Salinas.

8 5. “Court” means the Superior Court of the State of California in and for the County of  
9 Santa Cruz.

10 6. “Defendant” means Mar Vista Berry Farms, Inc.

11 7. “Effective Date” means the latest of the following: (a) if no Class Member makes an  
12 objection to the Settlement, the date the Court grants final approval to the Settlement; (b) if a Class  
13 Member objects to the Settlement, the later of: (i) dismissal or withdrawal of the objection by the Class  
14 Member; (ii) the date for seeking appellate review of the Court’s final approval of the Settlement has  
15 passed without a timely request for review; (iii) a Class Member’s appeal from the Court’s final  
16 approval of the Settlement has been voluntarily dismissed, or the dismissal of an untimely appeal; or  
17 (iv) the California Court of Appeal or the California Supreme Court has rendered a final decision or  
18 order on a Class Member’s appeal affirming the Court’s final approval of the Settlement without  
19 material modification, including denial of any petition for review to the California Supreme Court.

20 8. “Gross Settlement Amount” (“GSA”) means the amount of Eight Hundred Fifty  
21 Thousand Dollars (\$850,000) on a non-reversionary basis. The following payments will be made from  
22 the Gross Settlement Amount: (1) the full amount of all attorney’s fees and litigation costs awarded to  
23 Class Counsel; (2) the amount of Service Payment awarded to Plaintiff; (3) all settlement benefits or  
24 payments to Class Members who do not exclude themselves from the Settlement, and 4) the cost of the  
25 Settlement Administrator for administering the Settlement. As to that portion of Class Members’  
26 settlement payments that constitutes wages, any employer taxes, including the employer FICA, FUTA,  
27 and SDI contributions, shall be paid by the Defendant separately from, and in addition to, the Gross  
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Settlement Amount. The Gross Settlement Amount will be funded and paid in two equal installments. The first installment will not occur earlier than March 15, 2025, or within 15 days of the Effective Date, whichever occurs later. The second installment will be no later than June 15, 2025.

9. “Net Settlement Amount” means the portion of the Gross Settlement Amount of Eight Hundred Fifty Thousand Dollars (\$850,000) that remains after deductions are made for: (a) the amount of attorney’s fees (\$255,000 or 30%) and litigation costs (estimated not to exceed \$10,000) awarded to Class Counsel; (b) the amount of Service Payment (\$10,000) awarded to Plaintiff; and (c) the cost of the Settlement Administrator for administering the Settlement (estimated at \$10,000). Plaintiff estimates the Net Settlement Amount at approximately \$565,000.

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

11. “Parties” means Plaintiff and Defendant.

12. “Release Period” means the period of February 28, 2020 through September 6, 2024.

13. “Settlement” or “Agreement” means this Stipulation Regarding Class Action Settlement and Release of Claims.

14. “Settlement Administrator” means Atticus Administration, LLC, who will: (i) conduct address traces to locate Class Members as necessary; (ii) prepare and mail the Notice of Class Action Settlement; (iii) track requests for exclusion; (iv) respond to Class Member inquiries; (v) distribute all payments required by the Settlement; (vi) report taxes in connection with the Settlement; and (vii) perform any other duties necessary for administration of the Settlement. The Settlement Administrator will also create a Web Page wherein it will provide class members relevant documents, including but not limited to, the Notice of Class Settlement in both English and Spanish, Class Counsel’s contact information for class members to use should they have questions about the Settlement or their rights as class members.

## **RECITALS**

1. Plaintiff filed his original complaint in this Action in the Court as a putative class action on February 28, 2024. Plaintiff alleges the following causes of action on behalf of non-exempt piece

1 rate worked for Defendant: (1) Failure to Pay Labor Code Section 226.2 Rest Period Wages; (2)  
2 Failure to Provide Second Rest Periods; (3) Failure to Provide Accurate Itemized Wage Statements; (4)  
3 Failure to Pay All Wages owed Upon Termination; and (5) Unfair Competition under Business and  
4 Professions Code section 17200 *et seq.* based on the underlying allegations.

5         2. Defendant expressly denies all of the allegations in the Complaint and denies any  
6 liability or wrongdoing of any kind, under the wage and hour laws of the State of California (including,  
7 but not limited to, under the Labor Code and the applicable Industrial Welfare Commission wage  
8 order), arising out of the conduct alleged in the Action. Defendant denies that this Action may be  
9 maintained as a class action. Defendant contends that even if the Court were to rule that the Action  
10 may be maintained as a class action, Plaintiff and the putative Class Members could not obtain any  
11 relief under any of the causes of action in the Action. Nonetheless, Defendant has concluded that it is  
12 desirable to settle this matter on the terms provided in this Agreement to avoid additional expense,  
13 inconvenience, and distraction, as well as to fully and finally resolve the matters alleged in the Action  
14 and released through this Settlement.

15         3. The Settlement Agreement was the result of extensive settlement discussions.  
16 Specifically, on September 6, 2024, Plaintiff and Defendant participated in a full-day mediation session  
17 before retired Honorable Judge Paul Burdick (“Judge Burdick”), previously with the Santa Cruz  
18 Superior Court. With the assistance of Judge Burdick, the Parties were able to reach an agreement on  
19 the material terms of a Class Action Settlement and memorialized those terms in a Memorandum of  
20 Agreement (“MOA”). This Agreement incorporates and replaces the terms agreed to in the MOA and  
21 memorializes the full and final terms of the Settlement reached by Plaintiff and Defendant.

22         4. Class Counsel conducted a thorough investigation into the facts of this case, including  
23 reviewing the available relevant documents and researching the applicable law and potential defenses.  
24 After Plaintiff filed his complaint, on April 3, 2024, Defendant served a general denial and twelve  
25 affirmative defenses. Shortly thereafter, Plaintiff served initial class discovery. Before  
26 Defendant’s deadline to respond to Plaintiff’s class discovery, the Parties met and conferred and,  
27 to conserve resources, agreed to proceed to early formal mediation. As part of the agreement to  
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participate in early formal mediation, Defendant agreed to produce Plaintiff's time and payroll records which are exemplary of the data for the class members. Defendant also agreed to produce class data and information for Plaintiff to use to calculate class damages and prepare for mediation.

5. In advance of mediation, Plaintiff reviewed and analyzed Plaintiff's time and payroll records and the class data and information Defendant produced. Class Counsel reviewed and considered all of the class data and information which enabled Class Counsel to determine Defendant's potential liability for the Class Period. Based on their investigation and evaluation, as well as the complexity of the litigation, Class Counsel are of the opinion that the Settlement is fair, reasonable and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including Defendant's defenses. Defendant agrees that the Settlement is reasonable and adequate.

6. Plaintiff and Defendant agree that the execution of this stipulation, as well as the filing of this Agreement with the Court in this Action, is for settlement purposes only. If, for any reason, the Settlement is not approved by the Court, the Agreement will be of no force or effect. In such event, nothing in the Agreement shall be used or construed by or against any party as a determination, admission, or concession of any issue of law or fact in the Action; and the Parties do not waive, and instead expressly reserve, their respective rights with respect to the prosecution and defense of this Action as if this Agreement never existed. Defendant expressly reserves its right to challenge the propriety of class certification in the event that the Court does not approve the Settlement.

**C. TERMS OF SETTLEMENT**

1. Gross Settlement Amount ("GSA") means the amount of Eight Hundred and Fifty Thousand Dollars (\$850,000) on a non-reversionary basis. The following payments will be made from the Gross Settlement Amount: (1) the full amount of all attorney's fees and litigation costs awarded to Class Counsel; (2) the amount of Service Payment awarded to Plaintiff; (3) all settlement benefits or payments to Class Members who do not exclude themselves from the Settlement, and (4) the cost of the Settlement Administrator for administering the Settlement. As to the portion of Class Members' settlement payments that constitutes wages, any employer taxes, including the employer FICA, FUTA, and SDI contributions, shall be paid by Defendant separately from, and in addition to, the Gross

Settlement Amount. The Gross Settlement Amount will be funded and paid in two equal installments. The first installment will not occur earlier than March 15, 2025. The second installment will be no later than June 15, 2025.

2. Attorney's Fees, Expenses and Costs: Defendant will not oppose Class Counsel's application to the Court for an award of up to Two Hundred Fifty Five Thousand Dollars (\$255,000) in attorneys' fees (30% of the Gross Settlement Amount), and for an award of up to Ten Thousand Dollars (\$10,000) for litigation costs and expenses, to compensate Class Counsel for the work already performed in this case and all work remaining to be performed in documenting the Settlement, securing Court approval of the Settlement, ensuring that the Settlement is fairly administered and implemented, and otherwise completing the settlement process. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to their award of attorneys' fees and costs. If the Court does not award the requested amount, the difference, if any, shall be allocated to the Class Members as an addition to the Net Settlement Amount.

3. Service Payment to Class Representative: Defendant will not oppose Plaintiff's Counsel's request to the Court for an award of Ten Thousand Dollars (\$10,000) to Plaintiff Pantaleon Avalos Salinas as Class Representative ("Service Payment"), in addition to any payment he may otherwise receive as a Class Member. The Settlement Administrator will issue to Plaintiff a Form 1099 for his Service Payment. If the Court does not award the requested amount, the difference, if any, shall be allocated to the Class Members as an addition to the Net Settlement Amount.

4. Payment to the Settlement Administrator: Defendant will not oppose Plaintiff's application to the Court for an award of up to (estimated at) Ten Thousand Dollars (\$10,000) for the Settlement Administrator's fee to administer the Class Action, the amount of which will be paid directly from the Gross Settlement Amount.

5. Distribution to Class Members: Each Class Member who does not exclude himself or herself from the Settlement shall receive his or her portion of the Net Settlement Amount based on the number of workweeks he or she worked for Defendant during the Class Period. Specifically, the payments to the Settlement Class are to be distributed from the Net Settlement Amount on a pro rata

1 basis, calculated by dividing the Net Settlement Amount by the total number of workweeks worked by  
2 each class member during the Class Period as follows: each workweek worked by class members prior  
3 to September 25, 2023 shall be counted as 1 workweek and each workweeks worked by class members  
4 after September 25, 2023 shall be counted as 1/10 of a workweek. The reason for using this weighted  
5 formula is because Defendant altered its second rest period practices effective September 25, 2023.

6 6. Non-Reversionary Settlement Amount; Cy Pres of Unpaid Settlement Funds: No  
7 portion of the Gross Settlement Amount paid shall revert to Defendant. The entire Net Settlement  
8 Amount shall be distributed to Class Members who do not exclude themselves from the Settlement. In  
9 the event that settlement payment checks issued to Class Members are not cashed or deposited within  
10 90 days after mailing, the checks shall become null and void. Any unclaimed funds and any funds from  
11 checks not cashed or deposited by Class Members within the specified time period shall be distributed  
12 by the Settlement Administrator to Saluda Para La Gente, a non-profit, tax-exempt organization that  
13 serves farmworkers and their families in Santa Cruz County as the designated *cy pres* beneficiary.

14 7. Tax Allocation of Class Member Distributions: The Parties agree that the Settlement  
15 payments to Class Members will be treated as follows: 20 percent shall be allocated to wages and 80  
16 percent shall be allocated to interest and penalties. The Settlement Administrator shall be responsible  
17 for issuing claimants a Form W-2 with respect to the portion of settlement payments allocated to wages  
18 and, to the extent required by law, a Form 1099 with respect to the portion of settlement payments  
19 allocated to interest and penalties.

20 8. Funding and Distribution Dates: Defendant shall remit to the Settlement Administrator  
21 the Gross Settlement Amount of \$850,000 as follows: (1) within fifteen (15) days of the Effective Date  
22 or no earlier than March 15, 2025, the first installment in the amount of Four Hundred and Twenty-  
23 Five Thousand Dollars (\$425,000); and (2) a second installment no later than June 15, 2025 in the  
24 amount of Four Hundred and Twenty-Five Thousand Dollars (\$425,000). Upon receipt of the first set  
25 of payments totaling \$425,000, the Settlement Administrator shall pay the full Court-approved Service  
26 Payment to the Plaintiff and pay itself one-half (1/2) of the Court-approved administration fees and hold  
27 the balance in trust to pay Class Counsel's fees and costs and the Class Members their payments. After  
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1 Defendant remits the second payment of Four Hundred and Twenty-Five-Thousand Dollars (\$425,000)  
2 to the Settlement Administrator, the Settlement Administrator shall pay itself the balance of its costs,  
3 Class Counsel's full fees and litigation costs, and the Class Members their payments.

4 9. Court Jurisdiction: The Court shall have continued jurisdiction over the Action until  
5 such date that the Settlement is fully administered.

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

7 1. Within fifteen (15) days following the Court's entry of an Order Granting Preliminary  
8 Approval of the Settlement, Defendant shall provide to the Settlement Administrator a database or  
9 spreadsheet listing the name, last known home address, Social Security number, and number of  
10 workweeks worked prior to September 25, 2023 and after September 25, 2023 during the Class Period  
11 for each Class Member (the "Class List").

12 2. Within ten (10) days after receiving the Class List from Defendant, the Settlement  
13 Administrator shall send a Notice, in English and Spanish, to each Class Member by first class mail,  
14 attached here as Exhibit A. The Settlement Administrator shall provide Class Counsel a copy of the  
15 Class List with the following information only: (1) the complete name of the Class Members; (2) the  
16 number of workweeks the Class Members worked; and (3) the Class Members' estimated payments.

17 3. The Settlement Administrator shall use reasonable standard skip tracing devices as  
18 necessary to verify the accuracy of all addresses before the initial mailing date to ensure that the Notice  
19 is sent to all Class Members at the addresses most likely to result in immediate receipt of those  
20 documents. It shall be conclusively presumed that any Notice so mailed and not returned as  
21 undeliverable within thirty (30) days of the mailing shall have been received by the Class Member.  
22 With respect to any returned Notices, the Settlement Administrator shall use reasonable diligence to  
23 obtain a current address and re-mail to such address. Plaintiff and Defendant further agree to cooperate  
24 fully in providing information for the Settlement Administrator to locate Class Members, and to  
25 provide the Settlement Administrator with whatever information that they have available to assist in  
26 that process.  
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1           4.       Class Members shall have forty-five (45) days from the date of the initial mailing of the  
2 Notice by the Settlement Administrator, to request exclusion from the Settlement by submitting a  
3 request in writing to be excluded from the Settlement to the Settlement Administrator. If disputes about  
4 the validity or timeliness of any request for exclusion arise, the Parties shall meet and confer. If the  
5 Parties cannot resolve the dispute, the Court shall make a final and binding determination as to whether  
6 the request for exclusion shall be deemed valid.

7           5.       Class Members who submit a timely and valid request for exclusion will not be bound  
8 by the release provisions of the Settlement and will not be entitled to receive any settlement benefits or  
9 payments under the Settlement.

10          6.       Class Members shall have forty-five (45) days from the initial mailing of the Notice by  
11 the Settlement Administrator to submit any objections to the Settlement and advise of their desire to  
12 appear at the Final Class Settlement Approval Hearing. The Notice shall include specific instructions to  
13 Class Members for submitting objections, which must be sent in writing to the Settlement  
14 Administrator.

15 **E.       RELEASE OF CLAIMS**

16          1.       Class Members' Released Claims: Each Class Member who does not submit a  
17 timely and valid request for exclusion shall, upon the Effective Date, be deemed to have released  
18 any and all claims against Defendant, and all of Defendant's subsidiaries, affiliates, shareholders,  
19 members, agents (including, without limitation, any insurers, reinsurers, attorneys and any past,  
20 present or future officers, directors and employees) predecessors, successors, and assigns, (the  
21 "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action  
22 under federal or California law giving rise to potential liability for acts or omissions during the  
23 Release Period, as asserted or that could have been asserted based on the facts alleged in the  
24 operative complaint ("Complaint"), including all claims for failure to pay Labor Code Section  
25 226.2 wages, failure to provide rest periods or pay premium wages (Labor Code Section 226.7;  
26 Wage Order 14), failure to provide meal periods or pay premium wages (Labor Code Sections  
27 226.7, 512; Wage Order 14), unfair competition based on the above Labor Code claims, failure to  
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1 provide accurate or proper itemized wage payment statements (Labor Code Sections 226, 226.2),  
2 failure to pay all wages owed upon termination (Labor Code Sections 201, 202, 203), interest,  
3 costs, and attorneys' fees in connection therewith (other than as payable under this Agreement  
4 (the "Released Claims"). The Release Period shall be the Class Period.

5       2.     Plaintiff's Released Claims: In consideration for receipt of a Service Payment  
6 awarded by the Court, Plaintiff, on his own behalf and on behalf of all of his individual  
7 successors, heirs, and assigns, hereby unconditionally releases and forever discharges the  
8 Released Parties and each of them, from any and all claims, demands, obligations, liabilities,  
9 damages, costs, fees, expenses, actions, causes of action or suits at law or in equity, of whatever  
10 kind or nature, known or unknown, that arise from or relate in any way to any and all events, acts,  
11 conduct, or omissions occurring during the Class Period related to his employment with  
12 Defendant, including but not limited to any claim arising under federal or California law, all tort  
13 claims, all contract claims, all common law and all statutory claims.

14       3.     Plaintiff's Waiver of Rights Under California Civil Code Section 1542. The claims  
15 released by Plaintiff include all whether known or unknown by Plaintiff. Thus, even if Plaintiff  
16 discovers facts and/or claims in addition to or different from those that he now knows or believes to be  
17 true, all claims released by Plaintiff will remain released and forever barred. With respect to his  
18 released claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of  
19 section 1542 of the California Civil Code, which reads:

20             A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR  
21 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF  
22 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE  
23 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

24       4.     Additional Attorney's Fees Released by Class Counsel: In consideration for an  
25 award of attorney's fees, expenses, and costs in accordance with this Settlement, Plaintiff and  
26 Class Counsel irrevocably and forever waive claims to any further attorney's fees and costs in  
27 connection with the Action. Plaintiff and Class Counsel agree not to seek any additional  
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attorney's fees, expenses, or costs in connection with this Action or completion of the Settlement and related process, except to the extent provided in this Agreement. No party to this Action shall be deemed a prevailing party for purposes of seeking any further award of costs from the Court.

**F. COURT APPROVAL**

1. Plaintiff shall promptly move the Court for the entry of an Order Granting Preliminary Approval of the Settlement.

2. In accordance with the Court's Order Granting Preliminary Approval of the Settlement, Plaintiff, after the Settlement Administrator has mailed the Notice to Class Members and expiration of the time for Class Members to request exclusion from, or to make an objection to the Settlement, has expired, shall move the Court for the entry of an Order Granting Final Approval of the Settlement.

3. This Settlement shall not take effect until the Court has entered an order granting final approval of the Settlement, and that order has become final after any objections to the Settlement or any appeals from the order granting final approval of the Settlement have been resolved, as provided in this Agreement. If for any reason this Settlement is materially modified on appeal, then this Settlement will become null and void, no payment under this Settlement will be made, and the Settlement shall not be used nor be admissible in any subsequent proceeding, either in this Court or in any other court or forum. In such an event, the Parties agree to share any costs incurred by the Settlement Administrator 50/50.

4. The Parties agree to waive appeals from the Court's order granting final approval of the Settlement with the following exceptions: (1) the Parties may appeal if the Court materially modifies the Settlement; and (2) Plaintiff may appeal if the Court awards attorney's fees, expenses, costs, or Service Payment in an amount less than requested by Plaintiff. Any appeal with respect to the amount of attorney's fees, expenses, costs, or Service Payment shall not affect the finality of the Settlement in any other regard or delay the payment of settlement benefits and amounts to Class Members or the payment of administration costs to the Settlement Administrator, except that the disputed amount at issue shall be withheld from distribution by the Settlement Administrator pending final resolution of the appeal.

1 **G. MISCELLANEOUS**

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

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

9 3. The Parties represent, covenant, and warrant that they have not directly or indirectly,  
10 assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity  
11 any portion of any liability, claim, demand, action, cause of action or right released and discharged in  
12 this Settlement.

13 4. Nothing contained in this Settlement shall be construed or deemed an admission of  
14 liability, culpability, negligence, or wrongdoing on the part of Defendant, or that denied any of the  
15 rights of Plaintiff or any other individual. Defendant denies any such liability. Each of the Parties has  
16 entered into this Settlement with the intention to avoid further disputes and litigation with the attendant  
17 inconvenience and expenses. This Settlement is a settlement document and shall be inadmissible in any  
18 proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

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

23 6. Until the filing of a Motion for Preliminary Approval, the terms of the Settlement shall  
24 remain confidential and any remarks about this settlement shall be limited to a statement to the effect  
25 that the parties have reached a settlement in principle subject to court approval. This confidentiality  
26 clause extends to the Parties' use of social media that people often use to communicate during their  
27 daily lives, such as Twitter, Facebook, My Space, blogs, and the like. This confidentiality clause,  
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1 however, shall not operate to restrict the ability of Class Counsel to communicate with any Class  
2 Member about the fact or terms of this Settlement.

3 **IT IS SO STIPULATED AND AGREED.**

4 Dated: October \_\_, 2024

PLAINTIFF PANTALEON AVALOS SALINAS

7 By: \_\_\_\_\_

PLAINTIFF

9  
10 Dated: ~~October~~ 1, 2024  
11 November

DEFENDANT MAR VISTA BERRY FARMS, INC.

12 By: 

NAME: Jose Antonio Martin, President

14 **Approved as to form and Content**

15 Dated: October \_\_, 2024

LAW OFFICES OF SANTOS GOMEZ  
LAW OFFICE OF MARIA E. VIZZUSI

18 By: \_\_\_\_\_

SANTOS GOMEZ  
MARIA VIZZUSI  
Attorneys for Plaintiff Pantaleon Avalos Salinas

21 Dated: October 1, 2024  
22 November

NOLAND HAMERLY ETIENNE & HOSS

24 By: 

ANA C. TOLEDO  
Attorneys for Defendant Mar Vista Berry Farms,  
Inc.

1 however, shall not operate to restrict the ability of Class Counsel to communicate with any Class  
2 Member about the fact or terms of this Settlement.

3 **IT IS SO STIPULATED AND AGREED.**

4 Dated: October 19, 2024

PLAINTIFF PANTALEON AVALOS SALINAS

6  
7 By: Pantaleon Avalos Salinas  
PLAINTIFF

9  
10 Dated: October \_\_, 2024

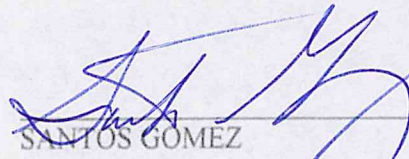
DEFENDANT MAR VISTA BERRY FARMS, INC.

12 By: \_\_\_\_\_  
NAME: Jose Antonio Martin, President

13  
14 **Approved as to form and Content**

15 Dated: October 22, 2024

LAW OFFICES OF SANTOS GOMEZ  
LAW OFFICE OF MARIA E. VIZZUSI

17  
18 By:   
SANTOS GOMEZ  
MARIA VIZZUSI  
Attorneys for Plaintiff Pantaleon Avalos Salinas

21 Dated: October \_\_, 2024

NOLAND HAMERLY ETIENNE & HOSS

24 By: \_\_\_\_\_  
ANA C. TOLEDO  
Attorneys for Defendant Mar Vista Berry Farms,  
Inc.

**EXHIBIT “A”**  
**NOTICE OF CLASS ACTION SETTLEMENT**  
*Pantaleon Avalos Salinas v. Mar Vista Berry Farms, Inc.*  
Santa Cruz County Superior Court, *Case No. 24CV00609*

This Notice provides important information about a proposed settlement in the putative class action lawsuit (the “Lawsuit”) brought by plaintiff Pantaleon Avalos Salinas (“Plaintiff”) against defendant Mar Vista Berry Farms, Inc. (“Defendant”). This Notice covers your rights to participate in or exclude yourself from the settlement.

**A. Summary of the Claims**

Plaintiff alleged that Defendant owed money to all current and former piece-rate non-exempt employees (“Class Members”) who worked in the State of California from February 28, 2020 through September 6, 2024 (the “Class Period”). Plaintiff alleged that Defendant failed to comply with various wage and hour law requirements. Plaintiff alleged that Defendant did not pay Class Members all Labor Code Section 226.2 rest period wages, and failed to provide a second rest period. Plaintiff further alleged that Defendant failed to provide Class Members with accurate wage statements, which could make Defendant liable for statutory penalties. Plaintiff also alleged that Class Members were not paid all the wages owed to them upon the termination of their employment, and thus alleges that Defendant is liable for waiting time penalties under Labor Code Section 203.

Defendant denies all of Plaintiff’s allegations. It maintains that it has complied with all wage and hour laws during the Class Period. The Court has not decided whether Defendant has violated any laws or whether any Class Member is entitled to any money or other relief.

**B. Why You Are Receiving This Notice**

On [date, 2024], the Santa Cruz County Superior Court (the “Court”) preliminarily approved a settlement of the Lawsuit. According to Defendant’s records, you are a Class Member. Because you are a Class Member, you have the right to participate in, object to, or exclude yourself from the settlement. This letter explains your legal rights and options with respect to the settlement.

**C. The Terms of The Settlement**

Defendant has agreed to pay the Gross Settlement Amount of Eight Hundred Fifty Thousand Dollars (\$850,000) in full and complete resolution of this Lawsuit. It is estimated that, after deducting the litigation costs (not to exceed \$10,000) and attorney’s fees (not to exceed \$255,000 or 30% of the Gross Settlement Amount) awarded to Class Counsel, the enhancement awarded to Plaintiff (not to exceed \$10,000), and the cost to administer the Class Action to the Settlement Administrator (estimated at \$10,000) approximately \$565,000 (the “Net Settlement Amount”) will be available for payment to Class Members. It is estimated that, if all Class Members (estimated at no more than 722) are located and do not opt out, each Class Member will on average receive about \$782.55 from the Net Settlement Amount.

**D. Your Options**

You have three options: (1) participate in the settlement (which does not require any further action from you); (2) object to the settlement; or (3) exclude yourself from the settlement.



## 1. Participate In The Settlement

To receive your share of settlement benefits, estimated at [tbd], you do not need to do anything more. Your settlement is based on the number of workweeks you worked for Defendant. Each of the [#] Workweek you worked prior to September 25, 2023 are counted as 1 workweek and each of the [#] workweeks you worked after September 25, 2023 are counted as 1/10 of a workweek. The reason for using this weighted formula is because Defendant altered its second rest period practices effective September 25, 2023. As long as you do not exclude yourself from the settlement by submitting a written exclusion request to Atticus Administration, LLC, the settlement administrator, you will receive whatever settlement benefits you are entitled to following final approval of the settlement and you will be bound by the release of claims in the settlement, which means that you will not be able to sue Defendant for any of the claims asserted against it in the Lawsuit and settled through the settlement. **If the Court approves the settlement at the final approval hearing, the settlement payments to you and the other Class Members are expected to receive a payment by August 2025.** Unless you update your address with Atticus Administration, LLC, by sending a change of address request by e-mail [address], fax [number], mail [address], or calling [number], your payment will be mailed to the address where this Notice was sent.

## 2. Object to The Settlement

As long as you do not exclude yourself from the settlement, you have the right to object to the settlement. The objection must be in writing and must be sent by [date] by regular mail, e-mail, or fax to the Settlement Administrator at the following address: [insert]. The Court will rule on your objection at the Final Class Settlement Approval Hearing discussed below.

## 3. Exclude Yourself From The Settlement

If you wish to exclude yourself from the settlement, you must submit a written request for exclusion. The exclusion request must be sent by [date] by regular mail, e-mail, or fax to the Settlement Administrator at the following address: [insert].

Class Members who submit a valid and timely request for exclusion will not be entitled to recover any settlement benefits or object to the settlement, but will retain the right to bring any claims they may have against Defendant. Any Class Member who does not exclude himself or herself from the settlement will, upon final approval of the settlement, be bound by the release of claims against Defendant and lose the right to sue Defendant for any of the claims asserted against Defendant in the Lawsuit.

## E. Release of Claims

Unless you exclude yourself from the settlement, upon final approval of the settlement by the Court, you will be deemed to have released any and all claims against Defendant, and all of Defendant's subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns, (the "Released Parties") from any and all claims, rights,



demands, liabilities, and causes of action under federal or California law giving rise to potential liability for acts or omissions during the Release Period, as asserted or that could have been asserted based on the facts alleged in the operative Complaint (“Complaint”), including all claims for failure to pay Labor Code Section 226.2 wages, failure to provide rest periods or pay premium wages (Labor Code Section 226.7; Wage Order 14), failure to provide meal periods or pay premium wages (Labor Code Sections 226.7, 512; Wage Order 14), unfair competition based on the above Labor Code claims, failure to provide accurate or proper itemized wage payment statements (Labor Code Sections 226, 226.2), failure to pay all wages owed upon termination (Labor Code Sections 201, 202, 203), interest, costs, and attorneys’ fees in connection therewith (other than as payable under this Agreement), (the “Released Claims”). The Release Period shall be the Class Period.

**F. Final Class Settlement Approval Hearing**

The Court has scheduled a Final Class Settlement Approval Hearing for \_\_\_\_\_, 2025 at 8:30 a.m. in Department 10 of the Santa Cruz County Superior Court, located at 701 Ocean Street, Santa Cruz, CA 95060. At the Final Class Settlement Approval Hearing, the Court will decide whether to grant final approval to the settlement. The Court will also rule on the application by Plaintiff for an award of attorney’s fees (not to exceed \$255,000 or 30% of the Gross Settlement Amount), costs (not to exceed \$10,000), the Settlement Administrator’s fee (estimated at \$10,000) and a service enhancement to Plaintiff (not to exceed \$10,000). You have the right to attend the Final Class Settlement Approval Hearing and, if you objected to the settlement, address the Court. You also have the right to retain an attorney, at your own expense, to speak on your behalf.

**G. Where To Get More Information**

If you want more information about the lawsuit or the settlement, you can contact the attorney for the class at the address or telephone numbers listed below or any other advisor of your choice.

LAW OFFICES OF SANTOS GOMEZ  
1003 Freedom Boulevard, Watsonville, CA 95076  
Telephone: (831) 228-1560; Cellular Number: (805) 236-1743  
Email: santos@lawofficesofsantosgomez.com

You can also view and obtain copies of lawsuit related documents in the Court’s file by going to the clerk’s office located at 701 Ocean Street, Santa Cruz, CA 95060.

**DO NOT CONTACT THE COURT WITH QUESTIONS**