

1 **PROPOSED JUDGMENT**

2 Based on the stipulation above, the Court orders as follows:

3 1. This Judgment incorporates the Settlement Agreement (**Exhibit 1** hereto) and enters the
4 Settlement Agreement & Consent Order as an order of this Court.

5 2. This Judgment shall be deemed filed and entered in each of the following cases: Case
6 Nos. 21CV02855, 21CV04639, 21CV00299, 22CV02506, 23CV03669, and 23CV04823 (collectively,
7 the “Alco Harvesting Consolidated and Related Wage & Hour Matters”).

8 3. Pursuant to the terms of the Settlement Agreement, which is expressly incorporated
9 herein, Alco Harvesting LLC, Betteravia Farms LLC, and Betteravia Investments LLC, erroneously sued
10 herein as Betteravia Investment LLC, Bonita Packing Co., Grubstake Investments LLC, Rancho Harvest,
11 Inc., Bonipak Produce, Inc., Jesus Manriquez, Alain Pincot, Robert M. Ferini, Mitchell D. Ardantz, Craig
12 A. Read, and Jeremy M. Mackenzie (collectively, “Defendants”) shall pay the Gross Settlement Amount
13 in the amount set forth in Sections III and VIII of the Settlement Agreement and comply with all non-
14 monetary relief terms of the Settlement Agreement as specified in Section X of the Settlement
15 Agreement.

16 4. Defendants shall pay the Gross Settlement Amount to the Settlement Administrator as set
17 forth in the Settlement within 30 days after the Effective Date, which is the date of entry of this Judgment.

18 5. As provided in the Settlement Agreement, Lilia Garcia-Brower in her official capacity as
19 Labor Commissioner for the State of California, Jesus Guzman, Edgar Cisneros, Patrick Crowley,
20 Stanton Wood, and Laura Frutos Rodales (collectively, “Plaintiffs”) shall comply with the terms of the
21 Settlement Agreement.

22 6. Plaintiffs’ Counsel and Defense Counsel shall comply with the terms of the Settlement
23 Agreement.

24 7. Pursuant to the terms of the Settlement Agreement, the notice form attached hereto as
25 **Exhibit 2** shall be utilized as the Notice to Aggrieved Employees as set forth in the Settlement
26 Agreement.

27 8. The Notice to Aggrieved Employees shall be delivered in accordance with the terms set
28 forth in the Settlement Agreement.

1 9. The Gross Settlement Amount shall be distributed in accordance with the terms set forth
2 in the Settlement Agreement in the amounts set forth in Sections III and VIII of the Settlement
3 Agreement.

4 10. All other obligations set forth in the Settlement Agreement shall be performed in
5 accordance with the terms of the Settlement Agreement.

6 11. Upon completion of administration of the Settlement, the Settlement Administrator shall
7 provide written certification of such completion to the Court and counsel for the parties.

8 12. On December 2, 2025, the Court granted approval of the Settlement Agreement pursuant
9 to Labor Code, § 2699, subdivision (s)(2) insofar as it concerns the settlement, release, and disposition
10 of claims asserted in Case Nos. 21CV00299, 21CV04639, 23CV03669, and 23CV04823 pursuant to the
11 Private Attorneys General Act (Labor Code §§ 2698 et seq.) (“PAGA Claims”).

12 13. In accordance with Section V of the Settlement Agreement, all of the PAGA Claims and
13 Released Claims shall be deemed to be released.

14 14. This Judgment shall constitute a final judgment for purposes of California Code of Civil
15 Procedure § 577.

16 15. Without affecting the finality of this order in any way, the Court retains jurisdiction over
17 each of the Alco Harvesting Consolidated and Related Wage & Hour Matters relating to the
18 interpretation, administration, implementation, effectuation, and enforcement of this order and the
19 Settlement Agreement & Consent Order.

20 **IT IS SO ORDERED, DECREED, AND ADJUDGED.**

21
22 Dated: 1/15/2026

23 By: 
 HONORABLE PATRICIA L. KELLY
 JUDGE OF THE SUPERIOR COURT