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**ELECTRONICALLY FILED BY**  
**Superior Court of California,**  
**County of Monterey**  
**On 6/17/2022**  
**By Deputy: Cummings, Lorielle**

8 Attorneys for Plaintiff Alicia Cruz Bravo  
9 and the putative class

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF MONTEREY

11 ALICIA CRUZ BRAVO, on behalf of herself  
12 and all others similarly situated,

13 Plaintiff,

14 v.

15 DARIO ALCANTAR DBA SMALL  
16 PROGRESS COMPANY; RIVER VIEW  
17 FARMS, LLC, a California Limited Liability  
18 Company; and DOES 1-10, inclusive,

19 Defendants.

Class Action Case No. 19CV003943  
October 1, 2019

~~PROPOSED~~ **ORDER AFTER**  
**HEARING FOR GRANTING**  
**PRELIMINARY APPROVAL OF CLASS**  
**ACTION SETTLEMENT**

Date: June 10, 2022

Time: 8:30 AM

Dept.: 15

20 The motion of Alicia Cruz Bravo (“Plaintiff”) for an order granting preliminary  
21 approval of the class action settlement reached with Dario Alcantar dba Small Progress  
22 Company (“Small Progress”); Riverview Farms, Inc., erroneously sued as River View  
23 Farms, LLC (“Riverview Farms”); Michael Hackett in his individual capacity (“Michael  
24 Hackett”); Sylvia Hackett in her individual capacity (“Sylvia Hackett”); Rogelio Gamez  
25 also known as Jay Zara, in his individual capacity (“Rogelio Gamez”); Julio Rodriguez, in  
26 his individual capacity (“Julio Rodriguez”); and Robert DiVito, in his individual capacity  
27 (“Robert DiVito”), (jointly as “Defendants”), as set forth in the Stipulation Regarding Class  
28 Action Settlement and Release of Claims (the “Settlement”) submitted by the parties, came

1 regularly on for hearing on June 10, 2022 at 8:30 am in Department 15. Santos Gomez and  
2 Maria Vizzusi appeared on behalf of the Plaintiff. Bernard James Fitzpatrick appeared on  
3 behalf of Defendant Julio Rodriguez. Good cause having been shown, Plaintiff’s motion is  
4 GRANTED and IT IS HEREBY ORDERED:

5 1. The Court finds that all the requirements for class certification under Section  
6 382 of the Code of Civil Procedure are satisfied with respect to, and preliminarily certifies  
7 for settlement purposes, a settlement class comprised of all persons who performed non-  
8 exempt work for Defendants from October 1, 2015, through December 31, 2019 (“the Class  
9 Period”) in California as cannabis cultivators (“Class Members”) (the “Settlement Class”).

10 2. The Court appoints Plaintiff as the class representative of the Settlement  
11 Class for the purposes of settlement.

12 3. The Court appoints Plaintiff’s counsel, Santos Gomez and Maria Esmeralda  
13 Vizzusi of the Law Offices of Santos Gomez, as class counsel for the Settlement Class for the  
14 purposes of settlement.

15 4. The Court appoints Atticus Administration, LLC as the Settlement Administrator.

16 5. The Court preliminarily approves the Settlement as fair and reasonable and finds  
17 that the manner for providing class members notice of the Settlement comports with Rule 3.766  
18 of the California Rules of Court and the requirements of due process.

19 6. The Court approves the form and content of the proposed Class Notice of  
20 Settlement attached as Exhibits A through D to the Settlement.

21 7. The Court directs mailing by the Settlement Administrator of the Class Notice of  
22 Settlement (Exhibit A) by first class mail to the class members in accordance with the terms of  
23 the Settlement.

24 8. The Court directs the Settlement Administrator to provide Class Notice of the  
25 Settlement by Web Page (Exhibit B) to the class members in accordance with the terms of the  
26 Settlement.  
27  
28

1           9.       The Court directs Defendants Riverview Farms and Small Progress Company to  
2 post the Class Notice (Exhibit A) at the workplace, and to publish the Company Web Page Class  
3 Notice (Exhibit C) to class members in accordance with the terms of the Settlement.

4           10.       The Court directs the Settlement Administrator to provide Class Notice of the  
5 Settlement by Radio (Exhibit D) to the class members in accordance with the terms of the  
6 Settlement.

7           11.       The Court orders that, in accordance with the Settlement, class members shall  
8 have 45 days after mailing of the Class Notice (Exhibit A) to make objections to the Settlement  
9 or request exclusion from the Settlement.


10          12.       The Court orders that, in accordance with the Settlement, any class member who  
11 submits a valid and timely request to be excluded from the Settlement shall no longer be a  
12 member of the class; shall be barred from participating in the Settlement; shall have no right to  
13 object to the Settlement; and shall receive no benefit from the Settlement.

14          13.       The Court orders that any class member who fails to submit a timely objection in  
15 accordance with the Settlement may not be heard to oppose the Settlement at the Final Approval  
16 Hearing unless otherwise ordered by the Court.

17          14.       The Court sets a Final Approval Hearing for October 14, 2022 at 8:30 A.M. in  
18 Department 15 of the Superior Court in and for the County of Monterey.

19          15.       The Court orders that Plaintiff shall serve and file a motion for final approval of  
20 the Settlement at least 16 court days before the Final Approval Hearing.

21  
22 Dated: June 17, 2022

  
\_\_\_\_\_  
Judge of the Superior Court  
**Thomas W. Wills**

# EXHIBIT A

**EXHIBIT “A”**  
**NOTICE OF CLASS ACTION SETTLEMENT**

*Alicia Cruz Bravo v. Riverview Farms, Inc.*  
Monterey County Superior Court Case No. 19CV003943

This Notice provides important information about a proposed settlement in the putative class action lawsuit (the “Lawsuit”) brought by Plaintiff Alicia Cruz Bravo (“Plaintiff”) against Defendant Riverview Farms, Inc., Dario Alcantar Doing Business As Small Progress Company, Michael Hackett, Sylvia Hackett, Julio Rodriguez, Rogelio Gamez Jr., and Robert DiVito (“Defendants”). This Notice covers your rights to participate in or exclude yourself from the settlement.

**A. Summary of the Claims**

Plaintiff alleges that Defendants owe money to persons (“Class Members”) who worked as non-exempt cannabis cultivators for Defendants in the State of California from October 1, 2015 through December 31, 2019 (the “Class Period”). She alleges that Defendants failed to comply with various wage and hour requirements. Plaintiff alleges that Defendants did not pay Class Members overtime for hours worked in excess of eight hours per day or forty hours per week. Plaintiff further alleges that Defendants failed to provide Class Members with accurate wage statements, which could make Defendants liable for statutory penalties. Plaintiff also alleges that Class Members were not paid all the wages owed to them upon the termination of their employment, and thus alleged that Defendants are liable for waiting time penalties under Labor Code Section 203.

Defendants deny all of Plaintiff’s allegations. They maintain that they have complied with all wage and hour laws during the Class Period. The Court has not decided whether or not Defendants have violated any laws or whether any Class Member is entitled to any money or other relief.

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

On June 10, 2022, the Monterey County Superior Court (the “Court”) preliminarily approved a settlement of the Lawsuit. According to Defendants’ 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**

Defendants have agreed to pay the Gross Settlement Amount of \$825,000 in full and complete resolution of this Lawsuit. It is estimated that, after deducting the litigation costs (not to exceed \$15,000) and attorney’s fees (not to exceed \$247,500 or 30% of the Gross Settlement Amount) awarded to Class Counsel, the enhancement awarded to Plaintiff (not to exceed \$10,000), and the costs to administer the Class Action to the Settlement Administrator (estimated at \$20,000, or \$15,000 if a Radio Notice is not necessary) approximately \$532,500<sup>1</sup> (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 1000) are located and do not opt out, each Class Member will on average receive about \$532.50 from the Net Settlement Amount.

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<sup>1</sup> If a Radio Notice is not required, the \$5,000 costs saved will be distributed to the Class Members.

## 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. 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 Defendants for any of the claims asserted against them 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 September 2022. A second distribution shall be made to Class Members who cash the first check if there are any undistributed settlement funds after the first distribution, by no later than January 31, 2023. The second payment to Class Members will be based on the pro-rata share of each Class Member's payment from the first payment.** 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 Defendants. 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 Defendants and lose the right to sue Defendants for any of the claims asserted against Defendants 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 Defendants, Cross-Claimant or Cross-Defendant and all of their 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 in the operative First Amended Complaint (“FAC”), including all claims for failure to pay overtime, unfair competition based on the above Labor Code claims, failure to provide accurate or proper itemized wage payment statements, failure to pay all wages owed upon termination, claims for waiting time penalties or statutory penalties for failure to provide accurate or proper wage statements, interest, costs, and attorneys’ fees in connection therewith (other than as payable under this Agreement); all such claims under Labor Code sections 201-203, 204, 210, 221, 226, 226.2, 226.7, 510, 512, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq.; IWC Wage Order No. 4, and claims under Section 17200, et seq. of the California Business and Professions Code based on the foregoing (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 October 14, 2022, at 8:30 a.m. in Department 15 of the Monterey County Superior Court, located at 1200 Aguajito Road, Monterey CA, 93940. 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 \$247,500 or 30% of the Gross Settlement Amount), costs (not to exceed \$205,000), the Settlement Administrator’s fee (\$20,000) 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

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 1200 Aguajito Road, Monterey, California 93940.

**DO NOT CONTACT THE COURT WITH QUESTIONS**

## EXHIBIT B



## **EXHIBIT “B”: CONTENT FOR WEB PAGE**

### **NOTICE OF CLASS ACTION SETTLEMENT**

*Alicia Cruz Bravo v. Riverview Farms, Inc.*

Monterey County Superior Court Case No. 19CV003943

This Notice provides important information about a proposed settlement in the putative class action lawsuit (the “Lawsuit”) brought by Plaintiff Alicia Cruz Bravo (“Plaintiff”) against Defendant Riverview Farms, Inc., Dario Alcantar Doing Business As Small Progress Company, Michael Hackett, Sylvia Hackett, Julio Rodriguez, Rogelio Gamez Jr., and Robert DiVito (“Defendants”).

This Notice covers your rights to participate in or exclude yourself from the settlement.

#### **A. Who this Notice Applies To**

You may be entitled to compensation as part of this Lawsuit if you worked as a non-exempt cannabis cultivator for Defendants at a cannabis nursery located at 22938 Potter Road and 23092 Potter Road in Salinas, in the County of Monterey, California, between October 1, 2015 and December 31, 2019. If you believe you fit the criteria above, you may 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.

#### **B. Summary of the Claims**

Plaintiff alleges that Defendants owe money to persons (“Class Members”) who worked as non-exempt cannabis cultivators for Defendants in the State of California from October 1, 2015 through December 31, 2019 (the “Class Period”). She alleges that Defendants failed to comply with various wage and hour requirements. Plaintiff alleges that Defendants did not pay Class Members overtime for hours worked in excess of eight hours per day or forty hours per week. Plaintiff further alleges that Defendants failed to provide Class Members with accurate wage statements, which could make Defendants liable for statutory penalties. Plaintiff also alleges that Class Members were not paid all the wages owed to them upon the termination of their employment, and thus alleged that Defendants are liable for waiting time penalties under Labor Code Section 203.

Defendants deny all of Plaintiff’s allegations. They maintain that they have complied with all wage and hour laws during the Class Period. The Court has not decided whether or not Defendants have violated any laws or whether any Class Member is entitled to any money or other relief.

#### **C. The Terms of The Settlement**

Defendant has agreed to pay the Gross Settlement Amount of \$825,000 in full and complete resolution of this Lawsuit. It is estimated that, after deducting the litigation costs (not to exceed \$15,000) and attorney’s fees (not to exceed \$247,500 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 (not to exceed \$20,000, or \$15,000 if a Radio Notice is not necessary) approximately \$532,500<sup>1</sup> (the

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<sup>1</sup> If a Radio Notice is not required, the \$5,000 costs saved will be distributed to the Class Members.

“Net Settlement Amount”) will be available for payment to Class Members. It is estimated that, if all Class Members (estimated at no more than 1000) are located and do not opt out, each Class Member will on average receive about \$532.5 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 determine if you can participate in the Settlement, you will need to contact The Law Offices of Santos Gomez, 1003 Freedom Boulevard, Watsonville, CA 95076; Telephone: (831) 228-1560; Cellular Number: (805) 236-1743 and provide your name, phone number, mailing address, and dates of employment, among any other information that is deemed necessary to confirm you qualify as a Class Member.

If it is determined that you qualify as a Class Member, 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 Defendants for any of the claims asserted against them 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 September 2022. A second distribution shall be made to Class Members who cash the first check if there are any undistributed settlement funds after the first distribution, by no later than January 31, 2023. The second payment to Class Members will be based on the pro-rata share of each Class Member’s payment from the first payment.**

##### **2. Object to The Settlement**

If you are a qualified Class Member, 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 are a qualified Class Member, 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 Defendants. 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 Defendants and lose the right to sue Defendants for any of the claims asserted against Defendants in the Lawsuit.

**E. Release of Claims**

If you are a qualified Class Member, 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 Defendants, Cross-Claimant or Cross-Defendant and all of their 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 in the operative First Amended Complaint (“FAC”), including all claims for failure to pay overtime, unfair competition based on the above Labor Code claims, failure to provide accurate or proper itemized wage payment statements, failure to pay all wages owed upon termination, claims for waiting time penalties or statutory penalties for failure to provide accurate or proper wage statements, interest, costs, and attorneys’ fees in connection therewith (other than as payable under this Agreement); all such claims under Labor Code sections 201-203, 204, 210, 221, 226, 226.2, 226.7, 510, 512, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq.; IWC Wage Order No. 4, and claims under Section 17200, et seq. of the California Business and Professions Code based on the foregoing (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 October 14, 2022 at 8:30 a.m. in Department 15 of the Monterey County Superior Court, located at 1200 Aguajito Road, Monterey CA, 93940. 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 \$247,500 or 30% of the Gross Settlement Amount), costs (not to exceed \$15,000), the Settlement Administrator’s fee (not to exceed \$15,000) and a service enhancement to Plaintiff (not to exceed \$10,000). Class Members have the right to attend the Final Class Settlement Approval Hearing and, if objected to the settlement, address the Court. Class Members 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

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 1200 Aguajito Road, Monterey, California 93940.

**DO NOT CONTACT THE COURT WITH QUESTIONS**

# EXHIBIT C

**EXHIBIT “C”: LANGUAGE TO POST ON DEFENDANTS WEBSITES**

**NOTICE OF CLASS ACTION SETTLEMENT:**

*Alicia Cruz Bravo v. Riverview Farms, Inc.*, Monterey County Superior Court Case No. 19CV003943.

This Notice provides important information about a proposed settlement in the putative class action lawsuit (the “Lawsuit”) brought by Plaintiff Alicia Cruz Bravo (“Plaintiff”) against Defendant Riverview Farms, Inc., Dario Alcantar Doing Business As Small Progress Company, Michael Hackett, Sylvia Hackett, Julio Rodriguez, Rogelio Gamez Jr., and Robert DiVito (“Defendants”).

The Lawsuit alleges that Defendants owe money to persons (“Class Members”) who worked as non-exempt cannabis cultivators for Defendants in Salinas, in the County of Monterey, in the State of California from October 1, 2015 through December 31, 2019 (the “Class Period”). Defendants deny all of Plaintiff’s allegations. To determine whether you are a qualified Class Member and your three options to 1) participate, 2) object or 3) exclude yourself from the Settlement, please visit: [www.xxxx.com](http://www.xxxx.com) or contact The Law Offices of Santos Gomez, 1003 Freedom Blvd. Watsonville, California, 95076; Phone: (831) 228-1560; Cell: (805) 236-1743.

## EXHIBIT D

## **EXHIBIT “D”: RADIO ANNOUNCEMENT**

This Notice concerns a class action lawsuit titled: *Alicia Cruz Bravo v. Riverview Farms, Inc.*, which is venued in Monterey County Superior Court as Case No. 19CV003943. The Plaintiff alleges that cannabis cultivators were not paid all their wages worked. Defendants deny the allegations and a court has not ruled on the merits. However, the parties involved have reached a settlement that may affect you.

This Notice may apply to you if you were a cannabis cultivator for Riverview Farms in Salinas, in the County of Monterey at any time from October 1, 2015 through December 31, 2019.

If you believe this notice may apply to you, you may be a qualified Class Member and have three options. You can 1) participate, 2) object or 3) exclude yourself from a proposed Settlement.

To find out more information, please visit: [www.xxxx.com](http://www.xxxx.com) or contact The Law Offices of Santos Gomez at 1003 Freedom Blvd. in Watsonville, California, 95076. You may reach Attorney Santos Gomez at (831) 228-1560.



**PROOF OF SERVICE**

**Alicia Cruz Bravo v. Dario Alcantar DBA Small Progress Company et al.  
Case No. 19CV003943**

I declare that I am and was at the time of service of the papers over the age of eighteen (18) years and not a party to the within action. I am employed in the County of Santa Cruz, and my business address is Law Offices of Santos Gomez, 1003 Freedom Boulevard, Watsonville, CA 95076. On the date set forth below I served the document(s) described as:

**[PROPOSED] ORDER AFTER HEARING FOR GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

**BY ELECTRONIC E-MAIL SERVICE** (CCP §§1013(c-d)): Pursuant the stipulation for electronic service, reached with counsel in this suit, or by Court Order, I caused the above document(s) to be electronically served on the office(s) of the addressee(s) listed below.

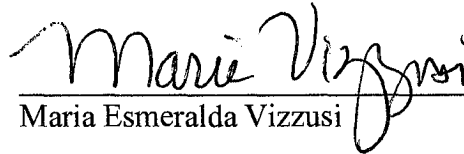
**SERVICE LIST**

Ryan W. Porte James D. Miller <b>RAIMONDO &amp; ASSOCIATES,          A LAW CORPORATION</b> 7110 N. Marks Avenue, Suite 104 Fresno, California 93711	Attorneys for Defendant DARIO ALCANTAR DBA SMALL PROGRESS COMPANY; and Defendant and Cross-Complainant RIVERVIEW FARMS, INC.  Telephone: (559) 432-3000 Facsimile: (559) 432-2242 rwp@raimondoassociates.com jdm@raimondoassociates.com
James Fitzpatrick Laura Franklin <b>FITZPATRICK &amp; SWANSTON</b> 555 S. Main Street Salinas, CA 93901	Attorneys for Defendant JULIO RODRIGUEZ  Telephone: (831) 755-1311 Facsimile: (831) 755-1319 bjfitzpatrick@fandslegal.com lfranklin@fandslegal.com josie@fandslegal.com
C. Alex Naegele <b>C.ALEX NAEGELE</b> A Professional Law Corporation 19925 Stevens Creek Blvd. Ste 100 Cupertino, CA 95014	Attorneys for Cross-Defendants: ROGELIO GAMEZ, JR. (ALSO KNOWN AS J. ZARA and JAY ZARA).  Telephone: (408) 883-8994 Facsimile: (408) 490-3033 alex@canlawcorp.com

1 Christine H. Long  
2 **BERLINER COHEN, LLP**  
3 Ten Almaden Boulevard, 11<sup>th</sup> Floor  
4 San Jose, CA 95113-2233

Telephone: (408) 286-5800  
Facsimile: (408) 998-5388  
Christine.long@berliner.com  
Donna.Olson@berliner.com

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
6 true and correct, and that this declaration was executed at Watsonville, California on June 10, 2022.

7  
8   
9 Maria Esmeralda Vizzusi