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BARRIOS, and NORBERTO HUERTA-MARTINEZ on behalf of
themselves and all others similarly situated and aggrieved

[additional counsel on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

RAMON HUERTA, an individual; ANTONIO
DIAZ, an individual; FELICIANO BERNABE
BARRIOS, an individual; JUAN CARLOS
MORENO LOPEZ, an individual; NORBERTO
HUERTA-MARTINEZ, an individual; on behalf
of themselves and all others similarly situated and
aggrieved,

Plaintiffs,

vs.

BATHH FARMS, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 21CECG01833

Honorable Steven M. Crass
Department 403

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: October 13, 2026
Time: 3:30 p.m.
Dept.: 403

Complaint Filed: June 24, 2021
FAC Filed: March 14, 2023
Trial Date: Not Set

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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT on October 13, 2026 at 3:30 p.m.** in Department 403 of the
3 above-captioned Court located at 1130 O Street, Fresno, California 93721, pursuant to California Code
4 of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiffs Ramon Huerta,
5 Antonio Diaz, Feliciano Bernabe Barrios, and Norberto Huerta-Martinez (collectively, “Plaintiffs”) will
6 and hereby do move the Court for an Order granting preliminary approval of the proposed class action
7 and PAGA settlement between Plaintiffs and Defendant Batth Farms, Inc. (“Defendant”).

8 Plaintiffs request that the Court enter an Order:

9 1. Preliminarily approving the Settlement Agreement and Release and Amendment No. 1 to
10 Settlement Agreement and Release (together “Settlement” or “Settlement Agreement”) attached as
11 Exhibit 4 and Exhibit 5, respectively, to the Declaration of Jasmine Y. Kianfard in Support of Plaintiffs’
12 Motion for Preliminary Approval of Class Action and PAGA Settlement (“Kianfard Decl.”);

13 2. Certifying the Class for Settlement purposes;

14 3. Appointing Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, and
15 Norberto Huerta-Martinez as the Class Representatives for Settlement purposes;

16 4. Appointing Jonathan M. Genish, Sage S. Stone, Zachary T. Gershman, Alexandra Rose,
17 and Jasmine Y. Kianfard of Blackstone Law, APC and David D. Bibiyan, Rafael Yedoyan, and Vedang
18 J. Patel of Bibiyan Law Group, P.C. as Class Counsel for Settlement purposes;

19 5. Approving the proposed Notice of Class Action Settlement (“Settlement Notice”),
20 attached as Exhibit A to the Settlement Agreement, to be mailed to the Class;

21 6. Approving the opt-out and objection procedures provided in the Settlement Agreement
22 and set forth in the Class Notice;

23 7. For each Class Member, directing Defendant to furnish their full name, last known
24 address, last known telephone number, Social Security number, the total number of workweeks that each
25 Class Member worked for Defendant in the State of California during the Class Period, and the total
26 number of pay periods that each Aggrieved Employee worked for Defendant in the State of California
27 during the PAGA Period to the Settlement Administrator within fourteen (14) calendar days after entry
28 of the order granting preliminary approval of the Settlement;

8. Approving the proposed deadlines for the settlement administration process; and

9. Setting a Final Approval Hearing.

Pursuant to California Labor Code section 2699(s)(2), on September 18, 2026, a copy of the Settlement was submitted to the California Labor and Workforce Development Agency (“LWDA”) via online submission through the LWDA’s website. (Kianfard Decl., ¶ 79 and Exh. 9).

This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declaration of Jasmine Y. Kianfard, the Declaration of David Bibiyan, the Declaration of Kanwar Batth, the Declaration of Sean Chasworth, the Declaration of Plaintiff Ramon Huerta, the Declaration of Plaintiff Antonio Diaz, the Declaration of Plaintiff Feliciano Bernabe Barrios, the Declaration of Norberto Huerta-Martinez, the Declaration of the Settlement Administrator (Lisa Mullins of ILYM Group, Inc.), the pleadings and other records on file with the Court in this matter, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: September 18, 2026

BLACKSTONE LAW, APC

By: /s/ Jasmine Y. Kianfard
 Jasmine Y. Kianfard
 Attorneys for Plaintiffs Ramon Huerta, Antonio
 Diaz, Feliciano Bernabe Barrios, and Norberto
 Huerta-Martinez

Dated: September 18, 2026

BIBIYAN LAW GROUP, P.C.

By: /s/ Vedang Patel
 Vedang Patel
 Attorneys for Plaintiffs Ramon Huerta, Antonio
 Diaz, Feliciano Bernabe Barrios, and Norberto
 Huerta-Martinez

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	FACTUAL AND PROCEDURAL BACKGROUND.....	2
III.	THE SETTLEMENT TERMS	6
	A. Class Definition	6
	B. Amount of Settlement.....	6
	C. Allocation and Funding of the Gross Settlement Amount	6
	D. Released Claims	8
IV.	STANDARD OF REVIEW FOR PRELIMINARY APPROVAL	10
V.	THE SETTLEMENT IS PRESUMED FAIR.....	11
	A. The Settlement Was Reached as a Result of Arm’s-Length Bargaining	11
	B. Sufficient Investigation and Discovery by Experienced Class Counsel	11
	C. The Settlement is Fair and Reasonable in Light of the Parties’ Respective Legal Positions and Recovery Risks.....	12
	1. Class Counsel’s Analysis of the Maximum Available Liability and Damages	13
VI.	CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED	18
	A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is Impracticable.....	18
	B. The Class Shares a Well-Defined Community of Interest	19
	C. A Class Action is Superior to a Multiplicity of Litigation.....	20
VII.	THE REQUESTED SERVICE AWARDS ARE REASONABLE.....	21
VIII.	THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE	22
IX.	THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS MEETS DUE PROCESS REQUIREMENTS.....	23
X.	CONCLUSION	25

TABLE OF AUTHORITIES

Cases

<i>Aguirre v. Genesis Logistics</i> , 2013 WL 10936035 (C.D. Cal. 2013)	17
<i>Armstrong v. Board of School Directors of City of Milwaukee</i> , 616 F.2d 305 (7th Cir. 1980).....	10
<i>B.W.I. Custom Kitchen v. Owens-Illinois, Inc.</i> , 191 Cal.App.3d 1341 (1987)	19
<i>Bradley v. Networkers Int’l, LLC</i> , 211 Cal.App.4th 1129 (2012)	14
<i>Brinker Restaurant Corp. v. Superior Court</i> , 53 Cal.4th 1051 (2012);	13, 14
<i>Carrington v. Starbucks Corp.</i> 30 Cal.App.5th 504, 529 (2018)	17
<i>Castillo v. ADT, LLC</i> , 2017 WL 363108 (E.D. Cal. Jan. 25, 2017)	17
<i>Choate v. Celite Corp.</i> , 215 Cal App. 4th 1460, 1468 (2013)	16
<i>Clark v. Am. Residential Servs. LLC</i> , 175 Cal. App. 4th 785 (2009)	11
<i>Clothesrigger, Inc. v. GTE Corp.</i> , 191 Cal.App.3d 605 (1987)	19
<i>Cotter v. Lyft, Inc.</i> , 193 F.Supp.3d 1030 (N.D. Cal. 2016).....	17
<i>Daar v. Yellow Cab Co.</i> , 67 Cal. 2d 695 (1967).....	19
<i>Duran v. U.S. Bank Nat. Assn.</i> , 59 Cal.4th 1 (2014).....	13
<i>Elliot v. Spherion Pac. Work, LLC</i> , 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008).....	17
<i>Gaudin v. Saxon Mortgage Servs., Inc.</i> , 2015 WL 7454183 (N.D. Cal. Nov. 23, 2015)	21
<i>Hebbard v. Colgrove</i> , 28 Cal.App.3d 1017, 1030 (1972).....	19
<i>In re Cellphone Fee Termination Cases</i> , 186 Cal.App.4th 1380 (2010).....	23
<i>In re Online DVD Rental</i> , 779 F.3d 934 (9th Cir. 2014)	21
<i>Jaimez v. DAIOHS USA, Inc.</i> , 181 Cal.App.4th 1286 (2010).....	16
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116.....	12
<i>Lealao v. Beneficial Cal, Inc.</i> , 82 Cal.App.4th 19 (2000)	22
<i>Linder v. Thrifty Oil Co.</i> , 23 Cal.4th 429 (2000)	21
<i>McGee v. Bank of America</i> , 60 Cal.App.3d 442 (1976)	20
<i>Miller v. Woods</i> , 148 Cal.App.3d 862 (1983).....	18
<i>Munoz v. BCI Coca-Cola Bottling Co.</i> , 186 Cal.App.4th 399 (2010)	21
<i>Naranjo v. Specturm Security Services, Inc.</i> , 40 Cal.App.5th 444 (2019).....	16

1	<i>Officers for Justice v. Civil Service Commission of City and County of San Francisco</i> , 688 F.2d 615 (1982).....	11
2	<i>Price v. Starbucks Corp.</i> , 192 Cal.App.4th 1136 (2011).....	16
3	<i>Rose v. City of Hayward</i> , 126 Cal.App.3d 926, 934 (1981)	19
4	<i>Sanchez v. McDonalds Restaurants of California, Inc.</i> , 2017 WL 4620746 (LA Super. Ct. July 6, 2017)	17
5		17
6	<i>Seastrom v. Neways, Inc.</i> , 149 Cal.App. 4th 1496 (2007)	20
7	<i>See In re Microsoft I-V Cases</i> , 135 Cal.App.4th706 (2006).....	10
8	<i>Smith v. Lux Retail North America, Inc.</i> , 2013 WL 2932243 at *3 (N.D. Cal. June 13, 2013).....	17
9	<i>Thurman v. Bayshore Transit Management, Inc.</i> , 203 Cal.App.4th 1112,1131 (2012)	17
10	<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal.App.4th 224 (2001).....	10, 11, 12
11	<i>Wesson v. Staples the Office Superstore, LLC</i> , 68 Cal.App.5th 746 (2021).....	17
12	Statutes	
13	Code of Civil Procedure Section 382.....	18
14	Labor Code section 203	16
15	Other Authorities	
16	<i>Findings of the Study of California Class Action Litigation</i> , 2000-2006, available at http://www.courts.ca.gov/documents/class-action-lit-study.pdf	13
17	Rules	
18	Cal. Rules of Court, Rule 3.769(c)	10
19	Cal. Rules of Court, Rule3.769(g)	10
20		
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23		
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Ramon Huerta (“Plaintiff Huerta”), Antonio Diaz (“Plaintiff Diaz”), Feliciano Bernabe
4 Barrios (“Plaintiff Barrios”), and Norberto Huerta-Martinez (“Plaintiff Huerta-Martinez”) (collectively,
5 “Plaintiffs”) seek preliminary approval of the Settlement Agreement and Release (“Settlement
6 Agreement”) and Amendment No. 1 to Settlement Agreement and Release (“Amendment No. 1”)
7 (together, the Settlement Agreement and Amendment No. 1 are referred to as the “Settlement”) entered
8 into between Plaintiffs and Defendant Bath Farms, Inc. (“Defendant”) (collectively, with Plaintiffs, the
9 “Parties”). (Declaration of Jasmine Y. Kianfard in Support of Plaintiffs’ Motion for Preliminary
10 Approval of Class Action and PAGA Settlement [“Kianfard Decl.”], Exh. 4 and Exh. 5). The Settlement
11 terms are outlined as follows:

- 12 • Class Size: Approximately five hundred and sixty-nine (569) individuals (as of October 6,
13 2025).
- 14 • Gross Settlement Amount: Two Million Two Hundred Fifty Thousand Dollars and Zero
15 Cents (\$2,250,000.00).
- 16 • Attorneys’ Fees and Costs: Attorneys’ fees of one-third (1/3) of the Gross Settlement Amount
17 (\$750,000.00 if the Gross Settlement Amount is \$2,250,000.00) plus actual litigation costs
18 and expenses not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00),
19 to be paid from the Gross Settlement Amount.
- 20 • Service Awards: Ten Thousand Dollars and Zero Cents (\$10,000.00) each (total,
21 \$50,000.00), to be paid from the Gross Settlement Amount.
- 22 • Settlement Administration Costs: Not to exceed Eleven Thousand Dollars and Zero Cents
23 (\$11,000.00), to be paid from the Gross Settlement Amount.
- 24 • PAGA Payment: One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) from
25 the Gross Settlement Amount, 75% of which will be paid to the Labor and Workforce
26 Development Agency (“LWDA”) and the remaining 25% to be paid to the Aggrieved
27 Employees.
- 28 • Estimated Net Settlement Amount: One Million Eighty-Nine Thousand Dollars and Zero
Cents (\$1,089,000.00) to be distributed to Settlement Class Members.

As set forth herein, the Settlement are the product of informed discovery and arms-length negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiffs therefore respectfully request that the Court grant preliminarily approval of the Settlement, conditionally certify the Class, approve the proposed Notice of Class Action Settlement (“Settlement Notice”), and set a hearing date for final settlement approval, among other requested relief.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is a commercial farm located less than 20 miles from Fresno in the San Joaquin Valley. Plaintiff Huerta was employed by Defendant as an hourly-paid, non-exempt Field Hand from approximately July 2018 to approximately August 2020. (Declaration of Plaintiff Ramon Huerta in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement [“Huerta Decl.”], ¶ 2). Plaintiff Diaz was employed by Defendant as an hourly-paid, non-exempt Field Hand from approximately February 2008 to approximately February 2021. (Declaration of Plaintiff Antonio Diaz in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement [“Diaz Decl.”], ¶ 2). Plaintiff Barrios was employed by Defendant as an hourly-paid, non-exempt Field Hand from approximately 2003 to approximately January 2021. (Declaration of Plaintiff Feliciano Bernabe Barrios in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement [“Barrios Decl.”], ¶ 2). Plaintiff Huerta-Martinez was employed by Defendant as an hourly-paid, non-exempt Field Hand from approximately August 2017 to approximately October 2021. (Declaration of Plaintiff Norberto Huerta-Martinez in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement [Martinez Decl.”], ¶ 2).

On October 7, 2020, Plaintiff Huerta provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Notice”). (Kianfard Decl., ¶ 9 and Exh. 2).

On June 24, 2021, Plaintiff Huerta filed a Class Action Complaint in the action entitled Ramon Huerta, et al. v. Batth Farms, Inc., Fresno County Superior Court, Case Number 21CECG01833 (“Action”), thereby commencing a putative class and representative action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”) against

1 Defendant. (*Id.*, ¶ 10).

2 On August 26, 2021, Plaintiff Huerta propounded written formal discovery onto Defendant
3 (specifically, Form Interrogatories – General (Set One), Special Interrogatories (Set One), Requests for
4 Admission (Set One), and Requests for Production of Documents (Set One)). (*Id.*, ¶ 11).

5 On August 26, 2021, Defendant propounded written formal discovery onto Plaintiff Huerta
6 (specifically, Requests for Production of Documents (Set One)). (*Id.*, ¶ 12). On September 29, 2021,
7 Plaintiff Huerta served responses to Defendant’s Requests for Production of Documents (Set One).
8 (*Ibid.*).

9 On February 4, 2022, Defendant served supplemental responses to Plaintiff Huerta’s Requests for
10 Production of Documents (Set One). (*Id.*, ¶ 13). On February 7, 2022, Defendant served supplemental
11 responses to Plaintiff Huerta’s Special Interrogatories (Set One). (*Ibid.*).

12 On March 23, 2022, Class Counsel defended the deposition of Plaintiff Huerta. (*Id.*, ¶ 14).

13 On May 12, 2022, Defendant propounded written formal discovery onto Plaintiff Barrios
14 (specifically, Requests for Production of Documents (Set One)). (*Id.*, ¶ 15). On December 5, 2022,
15 Defendant propounded written formal discovery onto Plaintiff Huerta-Martinez and Plaintiff Juan Carlos
16 Moreno Lopez (“Plaintiff Lopez”) (specifically, Requests for Production of Documents (Set One)).
17 (*Ibid.*).

18 On January 6, 2023, Plaintiff Barrios served responses to Defendant’s Requests for Production of
19 Documents (Set One). (*Id.*, ¶ 16). On January 9, 2023, Plaintiff Huerta-Martinez served responses to
20 Defendant’s Requests for Production of Documents (Set One). (*Ibid.*).

21 On March 14, 2023, Plaintiffs filed a First Amended Class and Representative Action Complaint
22 in the Action, which added Plaintiff Diaz, Plaintiff Barrios, Plaintiff Lopez, and Plaintiff Huerta-Martinez
23 as named plaintiffs. (*Id.*, ¶ 17).

24 On March 21, 2023, Defendant propounded written formal discovery onto Plaintiff Barrios
25 (specifically, Requests for Production of Documents (Set Two)). (*Id.*, ¶ 18). On March 31, 2023,
26 Defendant propounded written formal discovery onto Plaintiffs Huerta-Martinez and Lopez (specifically,
27 Requests for Production of Documents (Set Two)). (*Ibid.*). On April 5, 2023, Defendant propounded
28 written formal discovery onto Plaintiffs Huerta-Martinez, Barrios, and Lopez (specifically, Form

Interrogatories – General (Set One) and Form Interrogatories – Employment Law (Set One)). (Ibid).

On May 8, 2023, Defendant filed a Motion to Dismiss Plaintiffs’ Class Action Allegations (“Motion to Dismiss”) and supporting documents. (*Id.*, ¶ 19).

On May 10, 2023, Plaintiffs Huerta-Martinez, Barrios, and Lopez served responses to Defendant’s Form Interrogatories – General (Set One) and Form Interrogatories – Employment Law (Set One). (*Id.*, ¶ 20). On September 7, 2023, Defendant served responses to Plaintiff Barrios’ Form Interrogatories – General (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One). (Ibid).

On September 9, 2023, Plaintiffs filed an Opposition to Defendant’s Motion to Dismiss and supporting documents. On September 21, 2023, the Court entered an Order, which denied Defendant’s Motion to Dismiss. (*Id.*, ¶ 21).

On January 27, 2024, Defendant propounded written formal discovery onto Plaintiffs Huerta-Martinez, Barrios, and Lopez (specifically, Form Interrogatories – General (Set One) and Form Interrogatories – Employment Law (Set One), re-served), and onto Plaintiff Diaz (specifically, Form Interrogatories – General (Set One) and Form Interrogatories – Employment Law (Set One)). (*Id.*, ¶ 22).

On August 1, 2024, the Parties participated in a formal mediation conducted by Hon. Raul A. Ramirez (Ret.), which did not result in a settlement. (*Id.*, ¶ 23).

On January 27, 2025, Defendant propounded written formal discovery onto Plaintiffs Huerta-Martinez, Barrios, Diaz, and Lopez (specifically, Requests for Admission (Set One)). (*Id.*, ¶ 24).

On January 28, 2025, Class Counsel took the deposition of Defendant’s PMK. (*Id.*, ¶ 25).

On March 3, 2025, Plaintiffs Huerta-Martinez, Barrios, Diaz, and Lopez served responses to Defendant’s Requests for Admission (Set One), Form Interrogatories – General (Set One), and Form Interrogatories – Employment Law (Set One). (*Id.*, ¶ 26).

On March 10, 2025, Defendant propounded written formal discovery onto all Plaintiffs (specifically, Form Interrogatories – General (Set Two) and Form Interrogatories – Employment Law (Set Two)). (*Id.*, ¶ 27).

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1 On April 18, 2025, Plaintiffs propounded written formal discovery onto Defendant (specifically,
2 Requests for Production of Documents (Set Two)). (*Id.*, ¶ 28). On the same date, Plaintiff Huerta served
3 responses to Defendant's Requests for Production of Documents (Set Two). (*Ibid*).

4 On May 7, 2025, Class Counsel defended the deposition of Plaintiff Lopez. (*Id.*, ¶ 29).

5 On May 14, 2025, Class Counsel defended the deposition of Plaintiff Diaz. (*Id.*, ¶ 30).

6 On June 11, 2025, Class Counsel took the deposition of a translator involved in a settlement
7 campaign. (*Id.*, ¶ 31).

8 On July 23, 2025, Plaintiffs provided an amended written notice to the LWDA pursuant to
9 California Labor Code Section 2699.3 of the additional claims of the California Labor Code alleged to
10 have been violated by Defendant (“Amended PAGA Notice”). (*Id.*, ¶ 32 and Exh. 3).

11 On August 29, 2025, Class Counsel defended the deposition of Plaintiff Barrios. (*Id.*, ¶ 33)

12 On September 26, 2025, Class Counsel took the deposition of a supervisor of Defendant. (*Id.*, ¶
13 34).

14 On October 6, 2025, the Parties participated in a formal mediation conducted by Monique Ngo-
15 Bonnici, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage
16 and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an
17 agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 35). The Parties then worked
18 diligently to negotiate and memorialize the terms in a long form settlement agreement. (*Ibid*).

19 On May 13, 2026, the Parties executed the Settlement Agreement. (*Id.*, ¶ 36 and Exh. 4).

20 On September 16, 2026, Plaintiffs filed a Request for Dismissal of Plaintiff Juan Carlos Moreno
21 Lopez Without Prejudice Pursuant to California Rules of Court, Rule 3.770 and supporting documents.
22 (*Id.*, ¶ 37). During the course of this litigation, unfortunately, Plaintiff Lopez passed away. (*Ibid*).

23 On September 16, 2026, the Parties executed Amendment No. 1. (*Id.*, ¶ 38 and Exh. 5).

24 On September 18, 2026, the Parties filed a Joint Stipulation to Amend Complaint; [Proposed]
25 Order requesting leave for Plaintiffs file a Second Amended Class and Representative Complaint
26 (“Operative Complaint”). (*Id.*, ¶ 39). The Operative Complaint alleges fourteen (14) causes of action
27 for violations of the California Labor Code for failure to properly pay minimum and overtime wages,
28 provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of

employment and associated waiting-time penalties, provide accurate wage statements, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. (Ibid).

III. THE SETTLEMENT TERMS

A. Class Definition

For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period, including the Released Employees” (“Class” or Class Member(s)). (Kianfard Decl., ¶ 40; Settlement Agreement, ¶ 2.c). The Class Period is defined as the period from June 24, 2017 through December 31, 2025. (Kianfard Decl., ¶ 40; Settlement Agreement, ¶ 2.g). The “Released Employees” are Class Members who also signed an individual “Settlement and Release Agreement” with Defendant between May 1, 2025 and January 31, 2026. (Kianfard Decl., ¶ 40; Settlement Agreement, ¶ 2.aa). Based on information provided by Defendant, as of October 6, 2025, it is estimated that there are a total of five hundred and sixty-nine (569) Class Members. (Kianfard Decl., ¶ 40).

B. Amount of Settlement

The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Two Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$2,250,000.00), exclusive of employer-side payroll taxes. (Kianfard Decl., ¶ 41; Settlement Agreement, ¶ 2.p).

C. Allocation and Funding of the Gross Settlement Amount

The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. (Kianfard Decl., ¶ 41; Settlement Agreement, ¶ 2.p). The Gross Settlement Amount includes: (1) the Prior Paid Amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) that was already paid to Class Members for *Pick-Up Stix* individual release agreements; (2) Class Counsel’s fees in the amount of one-third (1/3) of the Gross Settlement Amount (i.e., \$750,000.00 if the Gross Settlement Amount is \$2,250,000.00); (3) Class Counsel’s actual litigation costs and expenses, not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00); (4) Settlement Administration Costs, not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00);

(5) Service Awards in the aggregate amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00); and
(6) PAGA Payment of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). (Kianfard Decl., ¶ 41; Settlement Agreement, ¶¶ 2.p, 25.b.i, 25.b.ii, 25.d, 25.e, and 25.c). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be One Million Eighty-Nine Thousand Dollars and Zero Cents (\$1,189,000.00). (Kianfard Decl., ¶ 41). Additionally, 25% of the PAGA Payment, which is \$37,500.00 out of \$150,000.00, will be fully distributed to “all current and former hourly, non-exempt employees who worked for Defendant in California any time during the PAGA Period” (“Aggrieved Employee(s)”). (Kianfard Decl., ¶ 41; Settlement Agreement, ¶¶ 2.p, 2.u, 2.b, and 25.c). The “PAGA Period” is defined as the period from April 20, 2020 through December 31, 2025. (Kianfard Decl., ¶ 41; Settlement Agreement, ¶ 2.v).

The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a timely and valid request for exclusion (“Settlement Class Member(s)”) on a *pro rata* basis based on their total number of workweeks worked for Defendant as hourly, non-exempt employees during the Class Period. (Kianfard Decl., ¶ 42; Settlement Agreement, ¶¶ 27 and 29.a). The pro rata share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement (“Settlement Award”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. (Kianfard Decl., ¶ 42; Settlement Agreement, ¶ 29).

The twenty-five percent (25%) portion of the PAGA Payment will be distributed and paid to all Aggrieved Employees on a pro rata basis based on their total number of pay periods worked for Defendant as hourly, non-exempt employees during the PAGA Period. (Kianfard Decl., ¶ 43; Settlement Agreement, ¶¶ 29.b and 29.b.i). The pro rata share of the twenty-five percent (25%) portion of the PAGA Payment that an Aggrieved Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. (Kianfard Decl., ¶ 43; Settlement Agreement, ¶¶ 29.b).

Each Settlement Award will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties and interest. (Kianfard Decl., ¶ 44; Settlement Agreement, ¶ 32). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties and interest will be

1 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Kianfard Decl., ¶ 44;
2 Settlement Agreement, ¶ 32). The Settlement Administrator will withhold the employee's share of taxes
3 and withholdings with respect to the wages portion of the Settlement Award, resulting in a net payment
4 to the Settlement Class Member. (Kianfard Decl., ¶ 44; Settlement Agreement, ¶¶ 32). The employer's
5 share of taxes and contributions in connection with the wages portion of Settlement Awards will be paid
6 by Defendant separately and in addition to the Gross Settlement Amount. (Kianfard Decl., ¶ 44;
7 Settlement Agreement, ¶¶ 2.p and 32). Each Individual PAGA Payment will be allocated as one hundred
8 percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement
9 Administrator. (Kianfard Decl., ¶ 44; Settlement Agreement, ¶ 32).

10 The Settlement Agreement is a non-reversionary and non-claims made settlement. (Kianfard
11 Decl., ¶ 45; Settlement Agreement, ¶¶ 2.p and 24). The Net Settlement Amount will be fully distributed
12 to Settlement Class Members and the PAGA Payment will be fully distributed to the LWDA and
13 Aggrieved Employees, in accordance with the Settlement Agreement. (Kianfard Decl., ¶ 45; Settlement
14 Agreement, ¶¶ 2.s and 27). No money will revert to Defendant. (Kianfard Decl., ¶ 45; Settlement
15 Agreement, ¶ 2.p).

16 Each Settlement Award and Individual PAGA Payment check will be valid and negotiable for
17 one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be
18 canceled. (Kianfard Decl., ¶ 46; Settlement Agreement, ¶ 34). Any funds associated with such canceled
19 checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property
20 Division in the name of the Settlement Class Member and/or Aggrieved Employee. (Kianfard Decl., ¶
21 46; Settlement Agreement, ¶ 34.a).

22 **D. Released Claims**

23 Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to such
24 rights or claims as may be created by the Settlement Agreement, Plaintiffs and all Settlement Class
25 Members shall and hereby do release and discharge all Releasees, finally and forever from the claims
26 during the Class Period pleaded in the Operative Complaint (including, but not limited to: claims for
27 violation of California Labor Code sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1,
28 and 1198, Business and Professions Code § 17200 *et seq.*, and claims based on alleged violations of these

1 Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage
2 Orders, regulations, and/or other provisions of law, that were or could have been pleaded based on the
3 facts asserted in the Operative Complaint, including: (1) failure to pay for all hours worked; (2) failure
4 to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or
5 make available rest and/or meal periods; (5) failure to provide timely and accurate itemized wage
6 statements; (6) waiting time penalties; (7) failure to provide complaint cooldown breaks; (8) failure to
7 maintain accurate records; (9) failure to provide employees with required notices; (10) failure to
8 reimburse employees; (11) improper deductions of wages for housing; and (11) unlawful business
9 practices (collectively, “Released Class Claims”). (Settlement Agreement, ¶ 14). The enumeration of
10 these specific statutes and theories shall neither enlarge nor narrow the scope of *res judicata* based on the
11 claims that were asserted in the Operative Complaint or could have been asserted in the Operative
12 Complaint based on the facts and theories alleged in the Operative Complaint. (Ibid).

13 Upon the Effective Date and full funding of the Gross Settlement Amount and except as to such
14 rights or claims as may be created by the Settlement Agreement, Plaintiffs, on behalf of the State of
15 California, and the Aggrieved Employees, shall release the Releases from all claims and rights to recover
16 civil penalties, costs, expenses, attorneys’ fees, declaratory relief, or accounting, against the Defendant
17 for all claims under the PAGA during the PAGA Period that were or could have been pleaded based on
18 the facts asserted in the Operative Complaint or in the original PAGA Notice and Amended PAGA Notice
19 to the California Labor & Workforce Development Agency including: (1) failure to pay for all hours
20 worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize
21 and permit and/or make available rest and/or meal periods; (5) failure to provide timely and accurate
22 itemized wage statements; (6) waiting time penalties; (7) failure to provide complaint cooldown breaks;
23 (8) failure to maintain accurate records; (9) failure to provide employees with required notices; (10)
24 failure to reimburse employees; and (11) improper deductions of wages for housing (collectively,
25 “Released PAGA Claims”). (*Id.*, ¶ 15).

26 “Releasees” means Defendant Batth Farms, Inc. and all of its parent companies, subsidiaries,
27 divisions, concepts, related or affiliated companies, and its or their respective shareholders, officers,
28 directors, supervisors, managers, employees, agents, attorneys, insurers, successors and assigns, and any

individual or entity that could be liable for any of the Released Class Claims and/or Released PAGA Claims. (*Id.*, ¶ 2.bb).

IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

The settlement of a class action requires court approval. (*See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996)). “In general, questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds)).

The review and approval of a proposed class action settlement involves a two-step process. (*See* Cal. Rules of Court, Rule 3.769(c)). First, counsel submit the proposed terms of the settlement and the Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the range of a fair settlement to justify providing notice of the proposed settlement to class members. After notice is provided to the class, the Court must conduct a second inquiry into whether the proposed settlement is fair, reasonable, and adequate. (*Ibid.*).

The initial evaluation of the settlement at the preliminary approval step “is not a fairness hearing.” (*Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)). Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the proposed settlement is within the range of possible approval and, as a result, “whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing.” A presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006)).

Preliminary approval does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice of the settlement has been given to the class members and they have had an opportunity to object or exclude themselves from the settlement. (*See* Cal. Rules of Court, Rule 3.769(g)). In considering a potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law

1 which underlie the merits of the dispute and need not engage in a trial on the merits. (*See Officers for*
2 *Justice v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982)).

3 **V. THE SETTLEMENT IS PRESUMED FAIR**

4 **A. The Settlement Was Reached as a Result of Arm's-Length Bargaining**

5 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
6 reached through arm's-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
7 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations
8 were at all times made at arm's-length and were adversarial. (Kianfard Decl., ¶ 47). The Settlement was
9 reached following a second full day of mediation with a highly respected mediator with substantial
10 experience mediating wage and hour cases. (Ibid).

11 **B. Sufficient Investigation and Discovery by Experienced Class Counsel**

12 Courts typically assess the status of discovery in determining whether a class action settlement
13 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
14 Defendant produced a random sampling of putative class members' time and pay records as well as
15 Defendant's relevant wage and hour policies, and information regarding the total number of putative class
16 members, the number of current versus former employees, the total workweeks worked by the putative
17 class members, and the average rate of pay for the putative class members. (Kianfard Decl., ¶ 48 and
18 Exh. 6). Based on a review of Defendant's policies, Class Counsel determined that these policies were
19 applied uniformly throughout the Class. (Ibid). This determination was supported by multiple sources
20 of evidence. (Ibid). First, Defendant's employee handbook, by its express terms, applies to “all
21 employees” – a scope encompassing the entire Class. (Ibid). Second, the employee handbook
22 acknowledgment form, signed by Class Members, confirms that each employee has “read its provisions
23 and agree[s] to its contents and the procedures contained thereon.” (Ibid). Third, the time and payroll
24 records Defendant produced showed consistent patterns of alleged violations across the putative class
25 period consistent with the application of a common set of policies and practices. (Ibid). Finally,
26 Plaintiffs attested, based on their own employment experiences, that they directly observed their co-
27 workers subjected to the same wage and hour practices, and that Defendant applied the same policies and
28 practices to its hourly, non-exempt employees. (Ibid). Taken together, these multiple, independent bases

1 led Class Counsel to conclude that Defendant’s employment policies were applied on a class-wide basis.
2 (Ibid).

3 This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
4 weaknesses of the claims and the potential class-wide damages. (*Id.*, ¶ 49). Based on information
5 exchanged, the Parties extensively briefed issues regarding class certification and liability and provided
6 their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective
7 positions. (*Id.*, ¶ 50). At all times, Plaintiffs were willing and prepared to litigate this matter through
8 class certification and trial if the Parties had been unable to reach a favorable resolution. (Ibid).
9 Additionally, settlement negotiations were conducted by highly capable and experienced counsel.
10 (Kianfard Decl., ¶¶ 1-8; Declaration of David Bibiyan in Support of Plaintiffs’ Motion for Preliminary
11 Approval of Class and Representative Action Settlement and Provisional Class Certification for
12 Settlement Purposes Only [“Bibiyan Decl.”], ¶¶ 2-28). Accordingly, Class Counsel had sufficient
13 information and experience to act intelligently in negotiating the Settlement.

14 **C. The Settlement is Fair and Reasonable in Light of the Parties’ Respective Legal Positions**
15 **and Recovery Risks**

16 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
17 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
18 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
19 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
20 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
21 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
22 presence of a governmental participant, and the reaction of the class members to the proposed settlement.”
23 (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

24 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and
25 factual grounds for defending the Action. Based upon Class Counsel’s experience litigating similar
26 complex matters, Plaintiffs reasonably expected a vigorous and lengthy defense to both class certification
27 and the merits of the Action absent a settlement.

28 ///

1 **1. Class Counsel’s Analysis of the Maximum Available Liability and Damages**

2 Class Counsel analyzed all available data and estimated Defendant’s maximum potential exposure
3 for the class claims to be approximately \$15,192,311, assuming the litigation was successful at trial on
4 all claims at issue and every employee had a violation for each claim on every shift worked. (Kianfard
5 Decl., ¶ 51). This maximum potential analysis was then reduced based on the challenges facing the
6 likelihood of obtaining class certification, prevailing at trial, and other attendant risks. (Ibid). This
7 estimate is based off an estimated maximum liability for all claims at issue and the total aggregate
8 workweeks during the relevant time period, less interest, and based on the analysis of the data which was
9 extrapolated out for all class members across the entire putative class period, which included: \$3,362,739
10 for meal period violations; \$3,646,915 for rest period violations at a 100% violation rate; \$708,960 for
11 unpaid overtime wages; \$4,693,801 for unpaid minimum wages; \$271,426 for unreimbursed business
12 expenses; \$1,377,370 for unlawful rent deductions; \$354,000 for waiting time penalties; and \$777,100
13 for wage statement penalties. (Ibid). Plaintiffs further estimated that Defendant faced an additional
14 exposure of \$1, 485,100 in potential, non-stacked (i.e., one penalty, per employee, per pay period during
15 the PAGA statutory period) PAGA penalties. (Ibid). Together with the PAGA penalties, Defendant’s
16 maximum potential exposure totaled \$16,677,411 in damages. (Ibid).

17 **2. Class Counsel’s Risk-Based Analysis and Risk-Based Adjustments**

18 While Plaintiffs believe that Defendant faced significant exposure, substantial barriers to a
19 recovery existed. Defendant contended that Plaintiffs’ claims are not suitable for class certification
20 because individual issues and affirmative defenses would predominate should this case go to trial.
21 (Kianfard Decl., ¶ 54; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran*
22 *v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551
23 (2011)). While Plaintiffs and Class Counsel disagree with Defendant’s predictions, they also recognize
24 that there is a significant risk that the Court may deny class certification. (Kianfard Decl., ¶ 54; *see also*,
25 *Findings of the Study of California Class Action Litigation*, 2000-2006, available at
26 <http://www.courts.ca.gov/documents/class-action-lit-study.pdf> (finding that only 21.4% of all class
27 actions were certified either as part of a settlement or as part of a contested certification motion)).

28 ///

1 For example, Plaintiffs’ meal period claims, which were based on Defendant’s alleged failure to
2 provide lawful meal periods, have been increasingly difficult to certify in recent years. (Kianfard Decl.,
3 ¶ 55; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiffs’ theory of liability for meal period violations was
4 based on allegations that Defendant had failed to implement its policies and that its practices failed to
5 allow Class Members to take meal breaks in the manner required under California law. (Kianfard Decl.,
6 ¶ 55; *See Bradley v. Networkers Int’l, LLC*, 211 Cal.App.4th 1129, 1150 (2012) (holding that “the lack
7 of a meal/rest break policy and the uniform failure to authorize such breaks are matters of common
8 proof.”)). Defendant contended that its policies and practices at all times during the Class Period were
9 lawful. (Kianfard Decl., ¶ 55). Defendant further argued that the rate of purported meal period violations
10 reflected in the data would require individualized inquiry and that such inquiry would prohibit a class
11 from being certified. (Ibid). Class Counsel also had to consider the risk that the Court would find validity
12 in an individualized proof defense to certification of Plaintiffs’ meal period claim. (Ibid).

13 Additionally, a large portion of Defendant’s overall liability lies in Plaintiffs’ rest period
14 allegations. (*Id.*, ¶ 56). As with the meal period allegations, Defendant contended that it had a lawful
15 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
16 required under California law. (Ibid). Additionally, this claim was even more uncertain given the
17 difficulties associated with proving the alleged rest period violations, as Defendant was not required to
18 record these breaks. (Ibid). Given the lack of records demonstrating rest period violations, there were
19 legitimate concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
20 requisite certainty, which made the estimated value of this claim subject to much challenge. (Ibid).

21 Plaintiffs also faced challenges certifying and proving liability for their minimum wage and
22 overtime claims. (*Id.*, ¶ 57). These claims were largely based on Defendant’s unrecorded, off-the-clock
23 work performed by the Class Members both before and after their shifts and during purported meal
24 periods. (Ibid). For example, it was reported that Defendant required employees to complete pre-shift
25 tasks before clocking in and post shift tasks after clocking out. (Ibid). However, the individualized
26 nature of why this work was performed and the individualized nature of damages presented substantial
27 concerns regarding the manageability of the case and the risk the Court could find these issues prevented
28 certification, and the estimated damages for this claim were based on an assumption that all Class

1 Members worked off the clock for at least two hours per week during harvest and one hour per week
2 otherwise. (Ibid).

3 Although Plaintiffs believe the rent deduction claim added meaningful value to the case, the claim
4 also presented litigation risks that supported compromise. (*Id.*, ¶ 58). During litigation, Plaintiffs
5 discovered payroll records showing that Defendant deducted rent from employees' wages during the
6 relevant period, including recurring deductions reflected directly on employee pay records. (Ibid).
7 Plaintiffs contended these deductions were unlawful because Defendant did not produce voluntary written
8 agreements authorizing the deductions, despite Plaintiffs' requests for agreements with the putative class.
9 (Ibid). Defendant's records reflected rent deductions such as a \$450 deduction from Plaintiff Lopez's
10 semi-monthly paycheck, which Plaintiffs calculated as a \$900 monthly deduction, as well as rent
11 deductions from other employees' pay records. (Ibid). However, Defendant argued that some employees
12 who lived in employer-provided housing received a real housing benefit, that the deductions were
13 understood or accepted by those employees, or that individualized questions existed regarding each
14 employee's housing arrangement, rental amount, consent, and period of occupancy. (Ibid). In addition,
15 because the claim applied only to employees who were charged rent or housed by Defendant, Defendant
16 contended that it affected a narrower group than the broader timekeeping, meal period, rest period, wage
17 statement, and reimbursement claims. (Ibid). These risks did not eliminate the value of the claim,
18 particularly given the payroll records reflecting rent deductions and the absence of written authorization
19 documents produced in discovery, but they supported discounting the claim for settlement purposes.
20 (Ibid).

21 Plaintiffs also contended that Defendant failed to reimburse Plaintiffs and the other Class
22 Members for necessary business-related expenses, such as the purchase of personal protective equipment,
23 cell phones, and various farm tools and equipment for work-related purposes. (*Id.*, ¶ 59). Defendant
24 contended that it had a policy and practice of reimbursing employees for necessary business-related
25 expenses. (Ibid). Defendant further contended that, with respect to the alleged expenses for which
26 Plaintiffs and the other Class Members never requested reimbursement from Defendant, it did not know
27 and had no reason to know that alleged business-related expenses had been incurred. (Ibid). Defendant
28 further contended that the reason for why a Class Member undertook certain expenses, while not others,

1 and failed to receive reimbursement for certain expenses while not others, would raise individual issues
2 that could not be certified. (*Ibid*).

3 There are also substantial risks associated with Plaintiffs' waiting time penalties and wage
4 statement claims. (*Id.*, ¶ 60). First, these claims were derivative of Plaintiffs' claims for unpaid meal
5 period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages,
6 and if certification was denied on those underlying claims, these derivative claims for penalties would
7 also likely fail. (*Ibid*). Further, even if Plaintiffs prevailed on their underlying claims, they would still
8 be required to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
9 violations. (Kianfard Decl., ¶ 60; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013)
10 (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding
11 of willfulness")). Wage statement claims have also seen varying treatment at the appellate level because
12 such claims have an element of discretion attached to them rather than a pure calculation of damages after
13 liability is proven. (Kianfard Decl. ¶ 60; *Jaimez v. DAIOWS USA, Inc.*, 181 Cal.App.4th 1286 (2010)
14 *with Price v. Starbucks Corp.*, 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims,
15 which comprised a substantial portion of Defendant's estimated liability, were therefore uncertain.
16 (Kianfard Decl., ¶ 60).

17 Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the
18 amount of wages due to Class Members would be an expensive, time-consuming, and uncertain
19 proposition. (*Id.*, ¶ 61). In order to prove liability and damages, Class Counsel will need to request and
20 analyze thousands of pages of documents, contact additional Class Members, and obtain their
21 declarations at great expense. (*Ibid*). Obtaining the cooperation of current employees would also be
22 difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. (*Ibid*).
23 On the other hand, Defendant would likely be able to obtain the cooperation of its employees. (*Ibid*).
24 Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would substantially
25 delay any recovery by the Class. (*Ibid*).

26 Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential
27 liability Defendant could face from these claims as part of the global resolution. (*Id.*, ¶ 62). Existing
28 case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying wage

claims. (Kianfard Decl., ¶ 62; see, *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008) (“Plaintiff’s claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiff’s other claims fail as a matter of law, so does her PAGA claim”)). Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it made a good faith attempt to comply with its legal obligations warranting a reduction in penalties. (Kianfard Decl., ¶ 62).¹ Class Counsel also anticipated Defendant would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. (Ibid). Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California’s labor laws by financing state activities and educating and deterring non-compliance. (Ibid).

Accordingly, after considering this multitude of factors, Plaintiffs and Class Counsel concluded that it was in the best interest of the State of California and the Aggrieved Employees to enter into the Settlement, and to allocate One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 6.67% of the Gross Settlement Amount. (*Id.*, ¶ 63). This percentage of the settlement is well within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. (Ibid). Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. (Ibid). Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the

¹ See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) (“duplicative effect” of penalties is a factor in favor of “reducing ...the PAGA penalty”); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to stack penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25, 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6, 2017) (declining to stack penalties arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith dispute exists in legal obligations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (approving reduction in penalties from \$50 per pay period to \$5 per pay period based on good faith attempts to comply with obligations and minimal violations).

1 state, and deter future non-compliance by the employer. (Ibid).

2 Therefore, taking into account how each of the above risks potentially effected Plaintiffs' ability
3 to first obtain class certification, and then prove the underlying violations, the Court's broad discretion
4 in civil penalties, plus the cost and delay in recovering the alleged potential damages, Class Counsel
5 discounted Defendant's estimated liability based on the challenges facing their ability to succeed on class
6 certification by 65% to \$5,837,094. (*Id.*, ¶ 64). The merits-based risk factors further reduced Defendant's
7 estimated liability by an additional 60%. (Ibid). This resulted in an adjusted estimated liability of
8 \$2,334,838. (Ibid). In light thereof, the settlement amount of \$2,250,000 is a significant settlement.
9 (Ibid).

10 Class Counsel therefore submits that the Settlement is in the best interest of the Class Members,
11 the Aggrieved Employees, and the State of California and is within the accepted range of recoveries for
12 this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class
13 certification, and the costs of further litigation. (*Id.*, ¶ 65).

14 VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

15 Code of Civil Procedure Section 382 provides that three basic requirements must be met in order
16 to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined
17 community of interest in the question of law or fact affecting the parties to be represented; and (3)
18 certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class action
19 is superior to other methods. (*See Dunk*, 48 Cal.App.4th at 1806). Plaintiffs contend that the Action,
20 which is based upon Defendant's wage and hour policies and practices, satisfies the class certification
21 requirements under California Code of Civil Procedure section 382. Defendant denies Plaintiffs'
22 allegations, but for purposes of the Settlement only, Defendant has stipulated to certification of the Class.

23 A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is 24 Impracticable

25 Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of
26 the class, and (3) the means of identifying the class members. (*See Miller v. Woods*, 148 Cal.App.3d 862,
27 873 (1983)). In this case, all three considerations strongly favor class certification. Here, the Class is
28 defined as "all current and former hourly, non-exempt employees who worked for Defendant in California

any time during the Class Period, including the Released Employees.” (Kianfard Decl., ¶ 40; Settlement Agreement, ¶ 2.c). This provides a clear and definite scope for the proposed class.

Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995); *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of five hundred and sixty-nine (569) individuals (as of October 6, 2025) meets the numerosity requirement.

Finally, the question of whether class members are easily identifiable turns on whether a plaintiff can establish “the existence of an ascertainable class.” (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706 (1967)). The existence of an ascertainable class in this case can be established through Defendant’s records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and the Court to determine the parameters of the Class. (Declaration of Kanwar Batth in Support of Class and PAGA Settlement, ¶ 4; *See Clothesrigger, Inc. v. GTE Corp.*, 191 Cal.App.3d 605, 617 (1987)).

B. The Class Shares a Well-Defined Community of Interest

The community of interest requirement embodies three factors: (1) predominant questions of law and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806). Here, all three requirements are easily satisfied.

The commonality criterion requires the existence of common question of law or fact and is generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706). What is required is that a common question of fact or law exists which predominates over issues unique to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising from employment—is not a bar to class certification as long as they do not render class litigation unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

Here, Plaintiffs’ claims present common issues of law and fact that predominate and warrant class certification. Plaintiffs allege that Defendant denied compliant meal and rest periods to employees, required employees to perform work off-the-clock, and failed to fully compensate employees for all time

1 actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and
2 overtime wages, and other related claims. Plaintiffs allege that Defendant's policies and practices were
3 uniform as to all Class Members. (Kianfard Decl., ¶ 48). Thus, class treatment is appropriate.

4 To satisfy the typicality requirement, California law does not require that plaintiffs' claims be
5 identical to the other class members. Rather, the test of typicality for a class representative is whether
6 other members have the same or similar injury, whether the action is based on conduct which is not
7 unique to the named plaintiff, and whether other class members have been injured by the same course of
8 conduct. (*See Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)). The typicality requirement
9 for a class representative refers to the nature of the claim or defense of the representative, and not to the
10 specific facts from which it arose or the relief sought. (*See Ibid*).

11 Here, Plaintiffs allege that their claims are similar to that of the other Class Members and that
12 Plaintiffs' claims arise out of the same alleged course of conduct giving rise to the claims of the other
13 Class Members. Because Plaintiffs' claims are based upon the same alleged conduct and business
14 practices as those of Class Members, the typicality requirement have been satisfied.

15 Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney
16 is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
17 interests of the class." (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, these
18 considerations are satisfied. Class Counsel is well-regarded and is qualified and experienced in
19 employment-related, class-action litigation. (Kianfard Decl., ¶¶ 1-8; Bibiyan Decl., ¶¶ 2-28). Plaintiffs
20 will vigorously, adequately, and fairly represent the interests of the Class. Plaintiffs have, at all times,
21 throughout the course of the litigation considered the interests of the Class and understood that they must
22 take steps to adequately represent the Class and their interests. (*see generally*, Huerta Decl., Diaz Decl,
23 Barrios Decl., and Huerta-Martinez Decl.). Because Plaintiffs' claims are typical of other Class Members
24 and are not based on unique circumstances, there is no antagonism between the interests of Plaintiffs and
25 the Class.

26 **C. A Class Action is Superior to a Multiplicity of Litigation**

27 Under the circumstances, proceeding as a class action is a superior means of resolving this dispute,
28 as the Class Members and the Court will derive substantial benefits. Class certification would serve as

1 the only means to deter and redress the alleged violations. (*See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429,
2 434 (2000) (relevant considerations include the probability that each class member will come forward to
3 prove his or her separate claim and whether the class approach would actually serve to deter and redress
4 the alleged wrongdoing)). Further, individual actions arising out of the same operative facts would
5 unduly burden the courts and could result in inconsistent results. Therefore, class action proceedings are
6 superior to individual litigation.

7 **VII. THE REQUESTED SERVICE AWARDS ARE REASONABLE**

8 Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation
9 “for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz*
10 *v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of
11 class action settlement agreements containing enhancements for the class representative, which are
12 necessary to provide incentive to represent the class and are appropriate given the benefit the class
13 representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948
14 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive
15 award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL
16 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of \$15,000 to be “fair and
17 reasonable”)).

18 Plaintiffs initiated this litigation on behalf of their former co-workers who will now be entitled to
19 receive payment from the Settlement. Plaintiffs invested substantial time and effort into litigation,
20 including their own research, reviewing documents, and extensive discussions with Class Counsel. (*see*
21 *generally*, Huerta Decl., Diaz Decl, Barrios Decl., and Huerta-Martinez Decl.). Further, the requested
22 amounts for Plaintiffs are also reasonable given the average award and the benefit gained by other Class
23 Members.

24 Plaintiffs also respectfully request that the Court approve a Service Award of Ten Thousand
25 Dollars and Zero Cents (\$10,000.00) payable to the estate of Plaintiff Juan Carlos Moreno Lopez.
26 (Kianfard Decl., ¶ 67). Although Mr. Lopez unfortunately passed away during the course of this
27 litigation, he contributed meaningfully to the prosecution of this case before his death. (*Ibid*). He
28 participated as a named Plaintiff, responded to discovery, and sat for a deposition in Fresno on May 7,

2025, which lasted from 9:42 a.m. to 4:30 p.m. (Ibid). During that deposition, he answered extensive questions from Defendant’s counsel regarding his employment, job duties, schedules, pay, meal periods, rest periods, timekeeping, expenses, and the factual basis for his claims. (Ibid). That process required significant time, focus, and energy. (Ibid). A Service Award to his estate is fair because Mr. Lopez undertook the burdens and risks of representative litigation for the benefit of the Class and Aggrieved Employees, and his death should not erase the value of the work he performed while serving in that representative role. (Ibid).

For these reasons, Plaintiffs request that Service Awards of Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs and deceased Plaintiff Lopez (total, \$50,000.00) be preliminarily approved by the Court. (Kianfard Decl., ¶ 68; (*see generally*, Huerta Decl., Diaz Decl, Barrios Decl., and Huerta-Martinez Decl.).

VIII. THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE

Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions are “not to be disturbed on appeal absent a manifest abuse of discretion.” (*Lealao v. Beneficial Cal, Inc.*, 82 Cal.App.4th 19, 41 (2000)). California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. (*Id.* at 61). In cases where class members present claims against a common fund and the defendant agrees to a percentage of the fund as part of the settlement, use of the percentage method is appropriate. (*Id.* at 61).

Here, the requested attorneys’ fees of one-third (1/3) of the Gross Settlement Amount (i.e., \$750,000.00 if the Gross Settlement Amount is \$2,250,000.00) is disclosed to Class Members in the proposed Class Notice. (Amendment No. 1, Exh. A). The requested fee was freely negotiated, is common in the legal marketplace, and is not opposed by Defendant. The Motion for Final Approval will elaborate on the nature of the legal services provided and will also support Class Counsel’s request for the reimbursement of litigation costs and expenses not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00). (Kianfard Decl., ¶¶ 69 and 76). The Attorneys’ Fees and Costs that are not ultimately approved by the Court shall instead be included in the Net Settlement Amount to be distributed to Settlement Class Members. (Settlement Agreement, ¶ 2.s).

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1 **IX. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS**
2 **MEETS DUE PROCESS REQUIREMENTS**

3 The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members.
4 (*Id.*, Exh. A). The Class Notice will include information regarding the nature of the Action, a summary
5 of the terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the
6 Class Settlement and to dispute workweeks and/or pay periods, and the date of the Final Approval
7 Hearing. (*Ibid*). The Class Notice will list each Class Member's total workweeks and their estimated
8 Settlement Award and each Aggrieved Employee's total pay periods and their estimated Individual
9 PAGA Payment. (*Ibid*).

10 Within fourteen (14) calendar days after entry of the preliminary approval order, Defendant will
11 provide a list in a formatted readable Microsoft Office Excel spreadsheet to the Settlement Administrator
12 containing the following information for each Class Member: last known address, last known telephone
13 number, Social Security number, the total number of workweeks that each Class Member worked for
14 Defendant in the State of California during the Class Period, and the total number of pay periods that
15 each Aggrieved Employee worked for Defendant in the State of California during the PAGA Period
16 (collectively referred to as the "Class List"). (*Id.*, ¶¶ 2.f and 17.c). Within ten (10) business days after
17 receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the
18 National Change of Address Database or other similar services available, such as provided by Experian,
19 for information to update and correct for any known or identifiable address changes, and will mail a Class
20 Notice to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses
21 identified by the Settlement Administrator. (*Id.*, ¶ 17.e). The Parties have agreed to use ILYM Group,
22 Inc. as the Settlement Administrator. (Kianfard Decl., ¶ 77; Settlement Agreement, ¶ 2.dd).

23 In determining whether to approve a settlement of a class action, a trial court has virtually
24 complete discretion as to the manner of giving notice to class members, and review on appeal is governed
25 by the abuse of discretion standard. (*See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380
26 (2010)). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which
27 would result in a higher likelihood of actual notice. (Kianfard Decl., ¶ 78). The original source of the
28 mailing addresses is from Class Members, who provided the information to Defendant. (*Ibid*).

1 Class Members will have sixty (60) calendar days from the initial mailing of the Settlement Notice
2 by the Settlement Administrator to submit a request for exclusion, objection, and/or dispute (“Notice
3 Deadline”). (Settlement Agreement, ¶ 2.t).

4 Any Settlement Notice returned to the Settlement Administrator as undeliverable on or before the
5 Notice Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto
6 and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. (*Id.*, ¶
7 17.f). If no forwarding address is provided, the Settlement Administrator will promptly attempt to
8 determine a correct address using a skip-trace or other search, using the name, address, and/or Social
9 Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.
10 (*Ibid.*).

11 Class Members will have an opportunity to dispute the number of workweeks and/or pay periods
12 to which they have been credited, as reflected in their respective Settlement Notices, by submitting a
13 timely and valid letter to the Settlement Administrator, by mail, postmarked on or before the Notice
14 Deadline. (*Id.*, ¶ 18).

15 Any Class Member wishing to be excluded from the Class Settlement must submit a timely and
16 valid letter to the Settlement Administrator, by mail, postmarked on or before the Notice Deadline. (*Id.*,
17 ¶ 20). Notwithstanding the above, all Aggrieved Employees will be bound by the PAGA Settlement and
18 will be issued their Individual PAGA Payment, irrespective of whether they submit a request for
19 exclusion. (*Id.*, ¶ 15).

20 To object to the Class Settlement, Settlement Class Members must submit a timely and complete
21 written objection to the Settlement Administrator, by mail, postmarked on or before the Notice Deadline.
22 (*Id.*, ¶ 19). Settlement Class Members, individually or through counsel, may also present their objection
23 orally at the Final Approval Hearing, regardless of whether they have submitted a written objection. (*Id.*,
24 ¶ 19).

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Respectfully submitted,

BLACKSTONE LAW, APC

Dated: September 18, 2026

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