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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

RAFAEL MARQUEZ AMARO; JAVIER BARRERA, as individual, on behalf of themselves and others similarly situated,

PLAINTIFFS,

v.

BEE SWEET CITRUS, INC.; and DOES 1-10, inclusive,

DEFENDANTS.

CASE NO. VCU334070

[Case Assigned for All Purposes to Hon. Nathan D. Ide in Dept. 7]

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

[Filed concurrently with Declaration of Kelsey M. Szamet and Proposed Order]

Date: December 21, 2026
Time: 8:30 AM
Dept.: 7

Complaint Filed: April 22, 2026
Trial Date: None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 21, 2026 at 8:30 AM in Department 7 of the above-entitled court, Plaintiffs will move the Court for an Order of Preliminary Approval of the Class Action and PAGA Settlement Agreement ("Agreement"), a copy of which is filed concurrently herewith.

The Motion will be made on the grounds that the proposed Agreement is fair, adequate, reasonable, and in the best interest of the Class and the Parties.

The Motion will be based on this Notice of Motion, the attached Memorandum of Points and Authorities, the Declaration of Kelsey M. Szamet, the Agreement and Release, all other papers and records on file in this action, and on such oral and documentary evidence as may be presented at the hearing on this Motion.

DATED: October 2, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____
Kelsey M. Szamet
Attorneys for Plaintiff and the proposed class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs RAFAEL MARQUEZ AMARO and JAVIER BARRERA ("Plaintiffs") submit this Memorandum of Points and Authorities in support of Plaintiffs' Motion for Preliminary Approval of the Class Action and PAGA Settlement Agreement reached between Plaintiffs and Defendant BEE SWEET CITRUS, INC. ("Defendant") (Plaintiffs and Defendant together, the "Parties").

By this Motion, Plaintiffs request that the Court:

(1) Grant preliminary approval of the fully-executed Class Action and PAGA Settlement Agreement ("Agreement") . A true and correct copy of the Agreement is attached hereto as Exhibit "1";

(2) Approve the proposed Notice to Class Members, a copy of which is attached to the Agreement as Exhibit "A," and direct that the Notice be sent to Class Members in the manner set forth in the Agreement;

(3) Provisionally certify the proposed Settlement Class for settlement purposes only, appoint Plaintiffs Rafael Marquez Amaro and Javier Barrera as Class Representatives, appoint Kingsley Szamet Employment Lawyers and Martinez Aguilasocho Law, Inc. as Class Counsel, and appoint Phoenix Class Action Administration Solutions as the Settlement Administrator; and

(4) Schedule a hearing on final approval of the proposed Settlement and Plaintiffs' counsel's application for an award of attorney's fees and litigation costs at which Class Members may be heard ("Final Approval Hearing").

II. FACTUAL BACKGROUND

A. Litigation Overview and Procedural History

On or about March 11, 2021, Plaintiffs filed a Class Action Complaint against Defendant in the United States District Court, Eastern District of California, Case No. 1:21-cv-00382-JLT-EPG, alleging that Defendant: (1) violation of Migrant and Seasonal Agricultural Worker Protection Act; (2) failure to pay wages and/or overtime under California Labor Code sections 510, 511, 1194, and 1199; (3) failure to provide rest breaks pursuant to California Labor Code

section 226.7; (4) failure to reimburse expenses pursuant to California Labor Code section 2802; (5) failure to issue accurate itemized wage statements pursuant to California Labor Code section 226(a); (6) penalties under California Labor Code section 203; (7) violation of California Business & Professions Code section 17200; and (8) penalties pursuant to California Labor Code section 2699, et seq. (Declaration of Kelsey M. Szamet, "Szamet Decl." ¶4.) On the same day, Plaintiffs filed a PAGA Claim Notice to the LWDA. ("*Federal Case*") (*Id*.)

There were extensive pleadings challenges in the Federal Case, but they have all now been resolved. (Szamet Decl. ¶5.) After the Court denied Bee Sweet's Motion to Dismiss and Rule 11 motion, Bee Sweet filed its Answer and filed a "Cross-Claim and Impleader for Indemnity, Contribution, and Declaratory Relief" against the three labor contractors described in the Complaint: Eduardo Soto, FLC-RB, and AGR Contracting. Then Eduardo Soto filed his Answer on August 14, 2023, and AGR Contracting filed its Answer on September 25, 2023. After further investigation, Bee Sweet filed a dismissal of FLC-RB without prejudice. (Szamet Decl. ¶6.) On August 31, 2022, Bee Sweet filed a Cross- Complaint against Plaintiffs entitled "Counterclaim for Injunctive Relief and Declaratory Relief Regarding Unconstitutionality of California Labor Code Section 2810.3(b)(1)" alleging due process and other constitutional violations under 28 U.S.C. § 1983 and the Fifth and Fourteenth and Eighth Amendments and the California Constitution's Due Process provisions. (Szamet Decl. ¶7.) Plaintiffs moved to dismiss the Cross-Complaint on September 21, 2022. (Szamet Decl. ¶8.) On September 30, 2024, the Court dismissed Bee Sweet's cross-complaint against Plaintiffs with prejudice. (Szamet Decl. ¶9.) On October 28, 2024, Bee Sweet appealed that dismissal. (Szamet Decl. ¶10.) Under the Agreement, the Parties have agreed to a dismissal without prejudice of the Eastern District action and all claims now pending in that action upon effectuation of the Settlement. (Szamet Decl. ¶11; Ex. 1 at § 2, ¶2.4.)

On September 2 and 27, 2022, Bee Sweet filed two different Motions for Judgment on the Pleadings and/or Total or Partial Summary Judgment on different grounds. (Szamet Decl. ¶12.) Ultimately, the Court struck Bee Sweet's first motion and denied the second. (Szamet Decl. ¶13.)

On January 3, 2024, Bee Sweet filed a Motion for Summary Judgment or in the alternative Summary Adjudication. (Szamet Decl. ¶14.) Plaintiff Barrera opposed. (Szamet Decl. ¶15.) After the parties met and conferred, Bee Sweet withdrew its MSJ without prejudice. (*Id*.)

B. The Discovery Process and Mediation

The parties have engaged in formal discovery since 2022. (Szamet Decl. ¶16.)

On April 23, 2025, the Parties attended an all-day mediation with mediator Howard R. Broadman, and a second mediation session with Mr. Broadman was held on July 22, 2025, which ultimately led to the Agreement to settle this Action. (Szamet Decl. ¶17.)

As a part of the Agreement, the Parties agreed to the filing of a Class and PAGA Action alleging the same underlying claims in the Federal Case in Tulare County. ("The Action") (Szamet Decl. ¶18.) The Agreement includes a stipulation tolling Plaintiffs' claims to March 1, 2017 for purposes of effectuating the Settlement, and Plaintiffs filed the Action in this Court on April 22, 2026. (Id.; Ex. 1 at § 2, ¶2.4.)

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative action treatment. (Szamet Decl. ¶19.) Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders. (*Id*.)

Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Agreement with Defendant is fair, reasonable and adequate, and in the best interest of the settlement classes in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. (Szamet Decl. ¶20.) Although Defendant denies any liability, Defendant is agreeing to this Agreement solely to avoid the cost of litigation. (*Id*.) Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth here. (*Id*.)

III. THE PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES

Originally creatures of equity, class actions have been statutorily embraced by the Legislature whenever "the question [in a case] is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court . . . ." (Code Civ. Proc. § 382; *see, e.g.,* Fireside Bank v. Sup. Court (2007) 40 Cal.4th 1069, 1078.) They serve an important function by "establishing a technique whereby the claims of many individuals can be resolved at the same time" thereby "eliminat[ing] the possibility of repetitious litigation and provid[ing] small claimants with a method of obtaining redress." (*Richmond v. Dart Industries, Inc*. (1981) 29 Cal.3d 462, 469.) Public policy supports the use of class actions to enforce wage and overtime laws for the benefit of workers. (*See* Sav-on Drug Stores, Inc. v. Sup. Court (2004) 34 Cal.4th 319, 340.)

The certification question is "essentially a procedural one that does not ask whether an action is legally or factually meritorious." (*Linder v. Thrifty Oil Co*. (2000) 23 Cal.4th 429, 439–440.) A court ruling on a certification motion must determine "whether . . . the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants." (*Collins v. Rocha* (1972) 7 Cal.3d 232, 238.)

The California Supreme Court has identified three certification requirements: (1) "the existence of an ascertainable and sufficiently numerous class"; (2) "a well-defined community of interest"; and, (3) "substantial benefits from certification that render proceeding as a class superior to the alternatives." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.) The "community of interest" requirement includes three additional requirements: (1) common questions of law or fact predominant over individual questions; (2) the class representatives have claims or defenses typical of the class; and (3) the class representatives can adequately represent the class. (*Ibid*, *citing Fireside Bank, supra,* 40 Cal.4th at 1089.)

Class certification for settlement purposes is proper in this case as the proposed Settlement Class satisfies each of the requirements under Code of Civil Procedure § 382.

Accordingly, this Court should certify the putative settlement class.

A. The Proposed Classes Are Ascertainable and Sufficiently Numerous

1. Ascertainability

Putative class members are deemed "ascertainable" when they may be "readily identified without unreasonable expense or time by reference to official records." (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932.) In determining whether a class is ascertainable, a court scrutinizes the class definition, the size of the class and the means of identifying class members. (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.)

Here, Plaintiffs maintain that the proposed Settlement Class is ascertainable for several reasons: First, Defendant has agreed in the Agreement to provide a class list to the Administrator containing the name, last known mailing address, social security number, and number of Class Period Workweeks and PAGA Pay Periods for all putative class members after issuance of the preliminary approval order. (Szamet Decl. ¶21; Ex. 1 at § 1, ¶1.8.) Second, Settlement Class Members consist of Defendant's hourly employees, and Defendant is required to keep records of its hourly employees' names, home addresses, and social security numbers. (*See* Wage Order 14-2001, subsection 7(c); Szamet Decl. ¶22.) Third and finally, Defendant informally produced Plaintiff's personnel file and pay statements, relevant policies, a sampling time and pay data, and wage statements for Settlement Class Members containing class member contact information, which confirms that all Settlement Class Members may be readily identified based on Defendant's records. (Szamet Decl. ¶23.)

2. Numerosity

There is no set number that is required as a matter of law to maintain a class action. (*See, e.g.*, *Rose v. City of Hayward*, *supra*, 126 Cal.App.3d at p. 934.) Here, the proposed Settlement Class contains, based upon information and belief, approximately 1,160 hourly non-exempt employees in the State of California who worked 2,855 workweeks and approximately 6,860 partial workweeks. (Ex. 1 at § 4, ¶4.1.) Therefore, Plaintiffs are confident they will be able to establish that the proposed Settlement Class is ascertainable and sufficiently numerous. (Szamet Decl. ¶24.)

B. There Is a Well-Defined Community of Interest

1. There Are Predominant Questions of Law and Fact

In deciding whether questions of common or general interest predominate, a court must determine whether "the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants." (*Collins v. Rocha* (1972) 7 Cal.3d 232, 238; *accord*, *Sav–On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.) As a general matter, if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages." (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916; *accord*, *Knapp v. AT & T Wireless Services, Inc.* (2011) 195 Cal.App.4th 932, 941.)

Here, Plaintiffs argue that there are questions of law and fact common to the proposed Settlement Class that predominate over any questions affecting only individual Class Members. (Szamet Decl. ¶25.) These common questions include:

1) Whether Defendant failed to pay all wages and/or overtime compensation due;

2) Whether Defendant failed to provide lawfully required rest periods and/or failed to compensate employees one (1) hour's wages in lieu thereof;

3) Whether Defendant failed to reimburse business-related expenses;

4) Whether Defendant failed to provide accurate itemized wage statements;

5) Whether Defendant failed to pay compensation due and owing upon termination of employment;

6) Whether Defendant engaged in unfair competition; and,

7) Whether Defendant violated § 2699, et seq. of the Labor Code by engaging in the acts previously alleged.

(Szamet Decl. ¶26.)

Plaintiffs' challenge to Defendant's uniform policies and practices involves common factual and legal issues that are amenable to class treatment. (Szamet Decl. ¶27.) As the California Supreme Court has emphasized, "[c]aims alleging that a uniform policy consistently

applied to a group of employees is in violation of the wage and hour laws are of the sort routinely, and properly, found suitable for class treatment." (*Brinker*, *supra*, 53 Cal.4th at 1033; *see also* Bradley v. Networkers International, LLC (2012) 211 Cal.App.4th 1129, 1141-1146.) Moreover, a class of similarly situated employees may be certified based on common questions of fact or law, even if each employee has to establish the amount of his or her damages. (*See* Bell v. Farmers Ins. Exch. (2004) 115 Cal.App.4th 715, 741; *Sav-On Drug Stores, Inc. v. Superior Court*, *supra*, 34 Cal.4th at 340.)

Here, Plaintiffs maintain that the proposed Settlement Class Members suffered the same injuries, in the same manner: (1) Settlement Class Members were not paid all wages/overtime; (2) Settlement Class Members did not receive their rest periods as required; (3) Settlement Class Members were not provided accurate itemized wage statements; (4) Settlement Class Members were not reimbursed for business-related expenses; (5) Settlement Class Members did not receive timely wages; and (6) Settlement Class Members were not paid all wages owed upon termination/resignation. (Szamet Decl. ¶28.) Plaintiffs allege that Settlement Class Members worked in the same capacity for the same employer and were subject to the same employment policies and practices, the questions of fact and claims regarding the status of these employees are the same for each member of the Settlement Class. Accordingly, for purposes of settlement, certification for settlement purposes is appropriate. (Szamet Decl. ¶29.)

2. The Class Representative Has Claims Typical of the Proposed Class

A putative class representative's claim must be "typical," but not necessarily identical to the claims of other class members. The test of typicality "is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the Class Representatives, and whether other class members have been injured by the same course of conduct." (*Seastrom v. Neways, Inc*. (2007) 149 Cal.App.4th 1496, 1502.) Thus, it is sufficient that the representative is similarly situated so that he or she will have the motive to litigate on behalf of all class members. (*See, e.g.*, *Classen v. Weller* (1983) 145 Cal.App.3d 27, 45.) It is not necessary that the class representative have personally incurred all of the damages suffered by each of the other class members. (*Wershba v. Apple Computer, Inc. (*2001) 91 Cal.App.4th

224, 238.)

Plaintiffs worked as non-exempt employees who earned hourly wages and also were paid on a piece rate basis for picking citrus crops. (Szamet Decl. ¶30.) Plaintiffs allege that they: (1) worked without being paid all wages and/or overtime; (2) worked without being provided rest periods as required by law; (3) worked without being reimbursed for costs associated with tools, and incurred mileage from driving personal vehicle; (4) worked without being provided accurate itemized wage statements; and (5) worked without being paid all wages due upon separation. Plaintiffs also allege that they experienced derivative claims for unfair business competition (B&P Code §17200) and Labor Code §2699, et seq. (Szamet Decl. ¶31.) Plaintiffs also contend that their claims are typical of those of the Settlement Class. (Szamet Decl. ¶32.)

3. Plaintiffs Contend That As The Class Representatives They Have and Will Fairly Represent the Interests of the Settlement Class Members

A putative class representative must show that they can adequately represent the class. (Lockheed Martin Corp. v. Superior Court (2003) 29 Cal.4th 1096, 1104.) The representative, through qualified counsel, must be capable of "vigorously and tenaciously" protecting the interests of the class members. (*Simons v. Horowitz* (1984) 151 Cal.App.3d 834, 846.)

Plaintiffs believe that they are capable of fairly representing and adequately protecting the interests of the proposed Settlement Class Members. (Szamet Decl. ¶33.) Plaintiffs' interests in this litigation are coextensive with the interests of the proposed Settlement Class Members. The members of the proposed Settlement Class all worked for Defendant during the relevant time period and incurred the same type of alleged damages with regard to Defendant's alleged violations of the law. (Szamet Decl. ¶34.) Moreover, Plaintiffs have agreed to serve as Class Representatives and have retained qualified Counsel who is experienced in prosecuting wage and hour class actions. (Szamet Decl. ¶35.) This demonstrates their commitment to bringing about the best possible results for the benefit of the proposed Settlement Class. (Szamet Decl. ¶36.) Plaintiffs have been very active participants in the litigation including having frequent contact with Settlement Class Members, responding to formal discovery, and working closely with Class Counsel to develop the theories of liability. (Szamet Decl. ¶37.) Plaintiffs have provided Class

Counsel with all necessary and pertinent information. (Szamet Decl. ¶38.) Plaintiffs also made themselves available for the mediation sessions in this matter and were informed of and involved in all of the Settlement negotiations. Therefore, Plaintiffs believe that they have and will continue to adequately represent the proposed Settlement Class Members. (Szamet Decl. ¶39.)

C. The Class Action Vehicle Is Superior to the Alternatives

"The ultimate question in every case of this type is whether . . . the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants." (*Lockheed Martin*, *supra*, 29 Cal.4th at 1104–1105.) The California Supreme Court has directed the courts to utilize the class action device to fashion "an effective and inclusive group remedy." (*Richmond v. Dart Indus., Inc*. (1981) 29 Cal.3d 462, 469.) Normally, in making its class certification decision, the Court must determine that a class action would be superior to alternate means for a fair and efficient adjudication. If the causes of action may be adjudicated in a single proceeding, thereby saving time, reducing waste, and limiting duplication of effort, class certification is superior to individual litigation. (*See, e.g.*, *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 816.) Since the Parties agreed to a settlement in principle and now seek Court approval of that Settlement, Plaintiffs submit that there is not as much need as there would be in an ordinary motion for class certification for the Court to determine that the case can be manageably tried.

Plaintiffs maintain that class treatment would be the superior method of managing this case. A class action is superior to individual litigation "when numerous parties suffer injury of insufficient size to warrant individual action and when denial of class relief would result in unjust advantage to the wrongdoer." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.) In cases such as this, where individual damages may be small, the class action device is the most feasible method of recovery. (*See, e.g. Lockheed Martin*, *supra*, 29 Cal.4th at 1131.) In this regard, 2the superiority of class treatment is evident here because individual pursuit of class members' claims may not be economically viable. (Szamet Decl. ¶40.) The only alternative to certification would be to force over 1160 employees to join this action, file individual, uniform

actions, or abandon their legal rights altogether. (Szamet Decl. ¶41.) Plaintiffs maintain that this economic reality would result in a windfall for Defendant if this case were not certified. (Szamet Decl. ¶42.)

IV. THE PROPOSED SETTLEMENT

A. The Settlement Class

For purposes of Agreement, the settlement class is defined as: "All non-exempt employees of AGR Contracting who worked in the cultivation and harvest of fruit on land owned or leased by Bee Sweet Citrus, Inc. in or near Fresno, Madera, Kern and Tulare counties in California during the Class Period." ("Settlement Class Members" or "Settlement Class") (Szamet Decl. ¶43; Agreement, Ex. 1 at § 1, ¶1.5.)

The Class Period is March 1, 2017 to May 1, 2024. (Szamet Decl. ¶44; Ex. 1 at § 1, ¶1.12.) As of April 23, 2025 (the date of mediation), and based on documents and other information produced by Defendant, there are approximately 1160 Settlement Class Members. (Szamet Decl. ¶45; Ex. 1 at § 4, ¶4.1.)

B. The Aggrieved Employees

For the purposes of Agreement, the aggrieved employees are defined as: "All non-exempt employees of AGR Contracting who worked in the cultivation and harvest of fruit on land owned or leased by Bee Sweet Citrus, Inc. in or near Fresno, Madera, Kern and Tulare counties in California during the PAGA Period." ("Aggrieved Employees") (Szamet Decl. ¶46; Agreement, Ex. 1 at § 1, ¶1.4.) The PAGA Period is March 11, 2020 to May 1, 2024. (Szamet Decl. ¶47; Ex. 1 at § 1, ¶1.31.)

C. Gross Settlement Amount

As detailed fully in the Agreement, the Settlement provides for Defendant to pay a Gross Settlement Amount of $150,000.00, which includes the Individual Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees and Litigation Expenses Payments, the Class Representative Service Payments, and the Administration Expenses Payment. (Szamet Decl. ¶48; Ex. 1 at § 1, ¶1.22.) The Settlement is non-reversionary: no part of the Gross Settlement Amount will revert to Defendant, and Defendant will separately

pay the employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. (Ex. 1 at § 3, ¶3.1.) Ten percent (10%) of each Individual Class Payment will be allocated to wages (reported on an IRS Form W-2) and ninety percent (90%) to interest and penalties (reported on an IRS Form 1099). (Ex. 1 at § 3, ¶3.2.4.1.)

The Net Settlement Amount is the Gross Settlement Amount, less the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (Szamet Decl. ¶49; Ex. 1 at § 1, ¶1.28.)

The Parties estimate the amount of the Net Settlement Amount as follows:

Gross Settlement Amount:	$	150,000.00	
Less Class Rep. Service Payments:	$	10,000.00	
Less Class Counsel's Fees:	$	50,000.00	
Less Class Counsel's Costs:	$	20,000.00	
Less PAGA Penalties:	$	5,000.00 *($3,750.00 to the LWDA and $1,250.00 to the Aggrieved Employees as Individual PAGA Payments)*	
Less Administrator Costs:	$	15,000.00	
Anticipated Net Settlement Amount	$	50,000.00	(Ex. 1 at § 3.)

C. Individual Settlement Payments

The amount of each Participating Class Member's Individual Class Payment is an individualized amount that is based on the number of compensable workweeks worked by the Participating Class Member during the Class Period. (Ex. 1 at § 3, ¶3.2.4; *see also* Ex. A to the Agreement at pp. 3 [Class Notice].) This individual amount shall be determined according to the settlement payment formula set forth in the Agreement. (*See* Ex. 1 at § 3, ¶3.2.4; *Id*. at Ex. A to the Agreement [Class Notice].) The Administrator will credit each Partial Workweek at one-half (0.5) of the value of a full Workweek in making its pro rata determinations. (Ex. 1 at § 3, ¶3.2.4.) The Agreement provides for a specific and detailed Work Week dispute process. (*See* Ex. 1 at § 8, ¶8.6.)

The Individual PAGA Payment is an individualized amount based on the number of PAGA Period Pay Periods worked by the aggrieved employee during the PAGA Period. (Ex. 1 at

¶3.2.5.1; see also Ex. A to the Agreement at pp. 3 [Class Notice].) It shall be calculated as follows: twenty-five percent (25%) of the PAGA Penalties (or $1,250) divided by the total number of PAGA Period Pay Periods worked by all aggrieved employees during the PAGA Period and multiplying the result by each aggrieved employee's PAGA Period Pay Periods. (See Ex. 1 at ¶3.2.5.1; Id. at Ex. A to the Agreement [Class Notice].)

D. Process for Administering Settlement after Preliminary Approval

The detailed Notice Procedure established by the Agreement will efficiently and accurately ensure that Notice is provided to the Settlement Class Members. (Ex. 1 at § 8, ¶8.4.) The Parties have agreed to use a reputable third-party claims administrator, Phoenix Class Action Administration Solutions, to administer the Agreement. (Ex. 1 at § 8, ¶8.1.)

F. Process for Settlement Class Members to Respond to Class Notice

As detailed in the Agreement, Settlement Class Members will have an opportunity to request exclusion from the Agreement (i.e. opt out) and to object to the Agreement at the Final Approval Hearing. (*See* Ex. 1 at § 8, ¶¶8.5-8.7; *see also* Ex. A to the Agreement at pp. 1, 2 and 4 [Class Notice].) The Agreement and Class Notice contain details about the process to request exclusion or object. (*Id* at Ex. 1; *see also* Ex. A to the Agreement at pp. 3-4 [Class Notice].)

G. The Release

The Released Claims for Class Members are defined as: "all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the Class Period." (Ex. 1 at § 6, ¶6.2.)

The Released Claims for Aggrieved Employees are defined as: "the Released PAGA Claims during the PAGA Period. The Parties agree there is no statutory right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from the Settlement." (Ex. 1 at § 6 [Release by Aggrieved Employees].)

The Released Parties include Defendant Bee Sweet Citrus, Inc. and Cross-Defendant AGR Contracting, together with their respective present and former officers, directors, owners, and related persons and entities as defined in the Agreement, and all Cross-Defendants identified or named in the Action shall be dismissed without prejudice. (Ex. 1 at § 1, ¶1.41.) The release

by Participating Class Members covers only the Workweeks and Partial Workweeks as set forth in the Agreement, with fifty percent (50%) of the Partial Workweeks included in the release. (Ex. 1 at § 6, ¶6.2; id. at § 9, ¶9.1.)

H. Settlement Funding, Escalator Clause, and Defendant's Right to Withdraw

Defendant will fund the Gross Settlement Amount no later than ten (10) days after the Effective Date, and the Administrator will mail all payments within fourteen (14) days after Defendant funds the Gross Settlement Amount. (Ex. 1 at § 4, ¶¶4.3-4.4.) Settlement checks will remain valid for not less than 180 days after mailing, and funds represented by checks that remain uncashed after the void date will be transmitted to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b). (Ex. 1 at § 4, ¶4.4.3.) The Agreement also contains an escalator clause: if the number of Workweeks increases the estimates by more than 10% as of May 1, 2025 (over the estimated 6,285 weighted workweeks, consisting of 2,855 Workweeks plus 3,430 weighted Partial Workweeks), Defendant must either pay a proportional increase in the Gross Settlement Amount for each additional Workweek or modify the end date of the Class Period to avoid any pro rata increase. (Ex. 1 at § 9, ¶9.1.) Finally, Defendant may elect to withdraw from the Settlement if the number of valid Requests for Exclusion exceeds 5% of the total of all Class Members. (Ex. 1 at § 10.)

V. ARGUMENT

A. Plaintiffs Request Approval of This Class Action Settlement

The case of *Kullar v. Foot Locker Retail, Inc* (2008) 168 Cal.App.4th 116, 128, set forth several factors that the Court should analyze in determining whether to approve a class action settlement. These factors include: (1) the strength of plaintiff's case; (2) the risk, expense, complexity and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement.

The proposed settlement satisfies each of these factors. Class Counsel conducted

extensive formal and informal discovery before entering into meaningful settlement negotiations in this matter. (*Id* at Szamet Decl. ¶16; ¶50.) This discovery permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation. (Szamet Decl. ¶51.) Class Counsel is experienced in handling wage and hour class actions and, after weighing all of the following factors, supports this Agreement. (Szamet Decl. ¶52.)

1. The Strength of Plaintiff's Case

a) The Risks Associated with Minimum Wage/Overtime Claim

"California employees are entitled to compensation for all hours worked, which means "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." (Title 8 Cal. Code of Regs., § 11080(2)(G); *See Troester v. Starbucks Corp*. (2018) 5 Cal.5th 829, 845, as modified on denial of reh'g (Aug. 29, 2018).) Time is compensable if an employee is "subject to the control of an employer" even if not working, or if an employee "is suffered or permitted to work" even if not "under the employer's control, provided the employer has or should have knowledge of the employee's work." (*Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038, 1046, reh'g denied (May 13, 2020) (citations omitted.) An employer controls an employee if the employer directs an employee and the employee is unable to use their time how they wish. (*Id*. at p. 1047.) Other factors courts may consider include whether the activity is required, "the location of the activity, the degree of the employer's control, whether the activity primarily benefits the employee or employer, and whether the activity is enforced through disciplinary measures." (*Id*. at p. 1056; *Cf. Gibbs v. TWC Administration, LLC* (S.D. Cal., Jan. 3, 2020, No. 17CV01513DMSAGS) 2020 WL 42768, at *9 (denying Defendant's motion for summary judgment when Plaintiff-employees conducted off-the- clock pre-shift activity in preparation to start work right when they clocked in).)

Additionally, California workers are statutorily entitled to overtime compensation, unless they are properly classified as falling within one of the narrow exemption categories. Under California law, "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek…shall be compensated at the rate of no less than one and one-

half times the regular rate of pay for an employee." (Lab. Code, § 510, subd. (a).) Furthermore, "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." (Lab. Code, § 510, subd. (a).) Labor Code §§ 510, 511, 1194 and 1199 require employer to pay its employees the legal minimum wage and the legal overtime compensation applicable. Labor Code § 510(a) states that eight hours of labor constitutes a day's work and any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek must be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay. Wage Order 14-2001 and Cal. Lab. Code §§ 510, 860, 1194, and 1199 require that an employee be paid all wages owed, including the applicable overtime hourly rates, for all hours worked.

Moreover, pursuant to Cal. Lab. Code §§ 510(a), 860, and Wage Order 14-2001(3)(A)(3) overtime hours must be compensated at: (a) One and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of certain hours (depending on recent amendments) up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

Here, Plaintiffs and the members of the Proposed Class allege that they were not properly compensated for all hours worked. Plaintiffs and the Proposed Class allege that they routinely worked "off the clock" and performed compensable activities before, during, and after each working shift for which no pay was provided. (Szamet Decl. ¶61.)

Specifically, before the start of each shift, Plaintiffs and the members of the Proposed Class allege that they moved ladders from their trucks, collected the previous workday's fallen fruit from the ground and, at various times, were scheduled to report to work at a specific time and do in fact report to work, but frequently are told by Defendants to wait approximately up to four (4) hours before they can begin harvesting. (Szamet Decl. ¶62.)

In the middle of their shifts, Plaintiffs allege that Defendants required Plaintiffs and the

Proposed Class members to travel between fields to perform work tasks and were not compensated for this travel time. (Szamet Decl. ¶63.) At the end of each working shift, Plaintiffs and the Proposed Class were required to return the ladders back to their trucks despite them already being off the clock. (Szamet Decl. ¶64.)

First, Defendant vehemently denied this claim and argued that its labor policies prohibit off-the-clock work and Class Members were not working off the clock. (Szamet Decl. ¶65.) Second, Defendant argued that Plaintiffs' theory of liability would be extremely difficult to prove on a classwide basis because the time records will not show any unpaid hours. (Szamet Decl. ¶66.) Defendant argued that this case would devolve into a series of mini-trials wherein each Class Member would have to testify as to whether he or she worked off the clock on any given day. (Szamet Decl. ¶67.) Of course, Defendant argued that this would defeat class certification altogether. (Szamet Decl. ¶68.) *See Brinker*, 53 Cal. 4th at 1051-52 (holding that in the absence of a uniform, companywide policy, proof of liability is individual); *Amey v. Cinemark USA Inc.,* No. 13-CV-05669-WHO, 2015 WL 2251504, at *12 (N.D. Cal. May 13, 2015) (denying certification of off-the-clock claim because plaintiffs' work requirements depended on the manager); *Brewer v. Gen. Nutrition Corp*., No. 11-CV-3587 YGR, 2014 WL 5877695, at *12 (N.D. Cal. Nov. 12, 2014) (denying certification based on policy requiring employees to finish closing duties within 30 minutes, because the court would still be left with numerous individual issues); *Pryor v. Aerotek Scientific, LLC*, 278 F.R.D. 516, 532-33 (C.D. Cal. 2011) (denying certification of off-the-clock claim).

Plaintiffs must acknowledge that this can be a highly difficult type of claim to prove because there are no time records to substantiate or evaluate the claim. (Szamet Decl. ¶69.) Instead, Defendant would argue that if there was any such issue of working off the clock it would necessitate speaking to each and every Settlement Class Member about their experiences day to day and whether any off the clock time was ever worked and if so, why it was worked. (Szamet Decl. ¶70.) This type of inquiry, Defendants would argue, makes its very difficult to establish liability based on common proof. (Szamet Decl. ¶71.) Based on this acute risk, Plaintiff believed it was appropriate to discount this claim dramatically for settlement purposes. (Szamet Decl.

¶72.)

b) The Risks Associated with the Rest Break Claim

Labor Code section 226.7, subdivision (c), requires an employer to pay an additional hour of compensation for each workday the employer fails to provide a rest period according to law. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked, or major fraction thereof. (Cal. Code Regs., tit. 8, § 11140, subd. 12(A).)

Here, Plaintiffs and the Proposed Class Members' rest period claims arise from an alleged common course of conduct wherein Defendant did not provide employees with the opportunity to take first, second, and/or third 10-minute rest breaks in compliance with California law. The California Supreme Court has held: "Employees are entitled to 10 minutes' rest for shifts from three and one- half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours and so on." (*Brinker Rest. Corp v. Superior Court, supra,* 53 Cal.4th at 1029.) In an eight-hour workday, being denied the two paid rest breaks in a day is "essentially perform[ing] 20 minutes of 'free' work." (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1104).

The Court has also clarified what steps an employer must take to make rest breaks available

to its employees:

> An employer is required to authorize and permit the amount of rest break time called for under the wage order for its industry. If it does not—if, for example, it adopts a uniform policy authorizing and permitting only one rest break for employees working a seven-hour shift when two are required—it has violated the wage order and is liable. No issue of waiver ever arises for a rest break that was required by law but never authorized; if a break is not authorized, an employee has no opportunity to decline to take it.

(*Brinker Rest. Corp. v. Superior Court*, supra, 53 Cal.4th at 1033 (emphasis added.).)

Employers must authorize and permit a net ten-minute paid rest period for every four hours, or major fraction thereof, of work for its employees. If an employer does not, then the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that the rest period is not provided. (Cal. Code Regs., tit. 8, § 11140, subd. 12(B).)

During the relevant period, Plaintiffs and members of the Proposed Class consistently

worked over 3 1/2 hours at a time and alleged that they were not provided with paid rest breaks while working on a piece rate basis. (Szamet Decl. ¶73.)

In its defense, Plaintiffs anticipated that Defendant would likely argue that Plaintiffs' rest period claim was even less appropriate for certification than their off the clock claim because California law does not require employees to record rest periods. Absent a shift-by-shift, break-by-break, employee-by-employee inquiry, Defendant would argue that there was simply no way to know (1) whether a break was taken; and (2) if not, why not. (Szamet Decl. ¶74.) For each instance where an employee did not take a 10-minute rest period by the end of the fourth hour of work, the trier of fact would still have to determine why that particular employee had less than their full allotment of rest time. Defendant accordingly would have argued that rest break claims are inherently individualized in nature because employers only need to "authorize and permit" breaks; they need not ensure that rest breaks are taken. *Brinker*, 53 Cal. 4th at 1004. To succeed, "[a]n employee must show that the employer prevented the employee from taking breaks; mere proof of knowledge that the employee was forgoing breaks is insufficient." As such, Plaintiffs had to acknowledge that it could potentially by easy for Defendant to defeat certification of this claim if it was able to gather testimonial evidence from class members indicating that they were able to take all required rest breaks each day. (Szamet Decl. ¶75.) Though Plaintiffs does not believe this was the case, Plaintiffs must acknowledge these potential arguments pose significant risks for the Class. (Szamet Decl. ¶76.) There is risk as to both sides as to what declarations and depositions of class members might reveal. (Szamet Decl. ¶77.)

c) The Risks Associated with the Reimbursement Claim

Under California Labor Code§ 2802(a) an employer "shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." An employee acts in "discharge of his duties," for purposes of this Section when the employee acts within the "course and scope of employment." See *O'Hara v. Teamsters Union Local No. 856,* C.A.9 (Cal.)1998, 151 F.3d 1152.

Plaintiffs contend that they and members of the Proposed Class are entitled to

reimbursement of all tool and vehicle expenses they incurred throughout the duration of their employment. (Szamet Decl. ¶78.) By failing to provide Plaintiffs and members of the Proposed Class with the necessary tools to perform their jobs, Plaintiffs allege that they were burdened with the cost of tools such as scissors, blade sharpeners, sacks, protective gloves and other items similarly indispensable to Plaintiffs' adequate job performance. (Szamet Decl. ¶79.)

Plaintiffs also allege that Defendant required Plaintiffs and the Proposed Class to travel between fields to perform work tasks. (Szamet Decl. ¶80.) Because Defendants did not provide buses or other transportation to workers so that they could travel from field to field in the middle of their shifts, Plaintiffs and the Proposed Class allege that they used their own vehicles to travel from field to field. (Szamet Decl. ¶81.) Plaintiffs allege Defendants did not reimburse Plaintiffs and the Proposed Class for their vehicle use for travel between Defendants' fields during the course of a work shift, in violation of California law. (Szamet Decl. ¶82.)

Plaintiff's claim for unreimbursed personal vehicle expenses under Labor Code section 2802 confronts proof obstacles that are especially pronounced given the occasional and irregular nature of the driving at issue. Section 2802 obligates an employer to indemnify employees for all necessary expenditures incurred in direct consequence of the discharge of their duties, and under *Gattuso v. Harte-Hanks Shoppers, Inc*. (2007) 42 Cal.4th 554, that obligation extends to expenses of using a personal vehicle for work. But here, the alleged expense-generating activity—driving between Defendant's station locations in connection with shifts—occurred only intermittently and varied widely from employee to employee. Defendant argued that it maintained no records of which employees drove between locations, when, how often, or over what distances, and Plaintiff would bear the burden of reconstructing that information class member by class member, largely through memory-based testimony about events years in the past. (Szamet Decl. ¶83.) Defendant would also press substantial merits defenses: that particular trips were noncompensable commutes to a designated worksite rather than mid-shift travel between locations; that employees who traveled did so voluntarily or by carpool without incurring reimbursable expense; and that it lacked knowledge, actual or constructive, that employees were incurring unreimbursed expenses—a predicate to liability under *Stuart v.*

RadioShack Corp. (N.D. Cal. 2009) 641 F.Supp.2d 901, 903–904; Szamet Decl. ¶84.) The combination of an inherently individualized damages inquiry, the absence of any documentary record of the driving itself, and contested threshold questions of compensability and employer knowledge created a substantial risk that this claim would not be certified or, if certified, would support only a modest classwide recovery. (Szamet Decl. ¶85.) Settlement providing certain relief now, rather than speculative mileage reimbursements after years of individualized proof, reflects a reasonable assessment of those risks. (Szamet Decl. ¶86.)

d) The Risks Associated with the Inaccurate Wage Statement Claim

California Labor Code §226(a) requires Defendant to provide its employees with an accurate, itemized written wage statement that shows, in relevant part, total hours worked by the employee, and all applicable hourly rates and the corresponding number of hours worked.

In pertinent part, IWC Wage Order 14, paragraph 7(A) provides, and during the relevant period provided, that every employer shall keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period and total hours worked in the payroll period. When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees.

Plaintiffs allege that in each pay period during the relevant period, Defendants have violated IWC Wage Order 14 by failing to record accurate information with respect to, among other things, when Plaintiffs and members of the Proposed Class have begun and ended each work shift and the total hours worked. Plaintiffs also allege that on various occasions, Plaintiffs and many members of the Proposed Class received no wage statements at all and were paid in cash. (Szamet Decl. ¶87.) When Plaintiffs or the Proposed Class did receive wage statements, they were issued wage statements that failed to comply with Cal. Lab. Code § 226(a). (Szamet Decl. ¶88.)

Further, Plaintiff's wage statement claims under Labor Code section 226(a)(2) and (a)(9), premised on the failure to accurately show total hours worked and all applicable hourly rates with the corresponding hours worked at each rate, confront a gauntlet of statutory and decisional defenses that substantially discount their value. To recover statutory penalties, Plaintiff must

prove not merely an inaccuracy but a "knowing and intentional" failure to comply and a resulting "injury" within the meaning of section 226(e), and the California Supreme Court's decision in *Naranjo v. Spectrum Security Services, Inc*. (2024) 15 Cal.5th 1056 has materially strengthened the defense side of that ledger, holding that an employer's objectively reasonable, good faith belief that its wage statements complied with the law defeats the "knowing and intentional" element. Defendant would invoke *Naranjo* to argue that any inaccuracies flowed from a good faith understanding of its pay practices, not a knowing violation. (Szamet Decl. ¶ 89.) The claims are also substantially derivative: to the extent the alleged inaccuracies consist of hours and wages that were unpaid because of the underlying meal, rest, and off-the-clock violations, Defendant would argue—with support in the case law, including *Maldonado v. Epsilon Plastics, Inc*. (2018) 22 Cal.App.5th 1308, 1336–1337—that a wage statement that accurately reflects what the employee was actually paid does not violate section 226 merely because the employee should have been paid more. Layered atop these merits defenses are the one-year limitations period applicable to statutory penalties, which compresses the recoverable class period, and the per-employee penalty caps of section 226(e)(1), which bound the exposure even in a best-case scenario. (Szamet Decl. ¶ 90.) Because the wage statement claims could be extinguished wholesale by a good faith finding, and in any event depend heavily on the success of the primary wage claims, Plaintiff reasonably valued them conservatively and concluded that the certain recovery secured by this Settlement outweighs the substantial risk of no penalty recovery at all. (Szamet Decl. ¶ 91.)

e) The Risks Associated with the Waiting Time Penalty Claim

This claim alleges that Defendant failed to pay all wages due and owing upon termination or resignation. Labor Code § 203(a) provides:

> If an employer willfully fails to pay … any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

Under Labor Code § 203, a "'willful' failure to pay wages … occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs., tit.

8, § 13520; *see also* Diaz v. Grill Concepts Services, Inc. (2018) 23 Cal.App.5th 859 ("willful" simply means that "the employer intentionally failed or refused to perform an act which was required to be done[.] Willful … does not necessarily imply anything blameable, or any malice or wrong toward the other party").

Here, Plaintiffs contend that Defendant failed to properly pay overtime for any work in excess of eight (8) hours per day and/or any work in excess of forty (40) hours per week. (Szamet Decl. ¶92.) The risk analysis for the section 203 claim flows from the risk analysis for the underlying wage claim discussed above. (Szamet Decl. ¶93.) If Defendant could prove, as it contends, that class members were paid for all hours worked, there would be no recovery of wages and no waiting time penalties that flow therefrom. (Szamet Decl. ¶94.)

Plaintiff's claim for waiting time penalties under Labor Code section 203, though potentially the largest single component of exposure given the penalty's thirty-day maximum at each former employee's daily rate, is also among the most vulnerable. (Szamet Decl. ¶95.) Section 203 penalties are not automatic: they attach only where the failure to pay all wages due at separation was "willful," and it is settled that a good faith dispute that any wages were owed—even a dispute ultimately resolved against the employer—precludes a finding of willfulness. (Cal. Code Regs., tit. 8, § 13520; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201–1202.) Because the wages allegedly unpaid at separation here consist principally of the disputed rest period premiums and off-the-clock wages underlying Plaintiff's primary claims, the section 203 theory is doubly contingent: Plaintiff must first prevail on the underlying claims, and must then separately defeat Defendant's good faith defense—a defense with real force where, as discussed above, the governing standards under *Brinker* and its progeny left room for reasonable disagreement about compliance. (Szamet Decl. ¶96.) The Supreme Court's recent recognition of a parallel good faith defense in the wage statement context in *Naranjo v. Spectrum Security Services, Inc*. (2024) 15 Cal.5th 1056 only underscores the receptiveness of the courts to such arguments. The claim is further confined to former employees separated within the three-year limitations period, and Defendant would contest the daily rate calculations and separation dates employee by employee. (Szamet Decl. ¶97.) A penalty claim that presupposes complete victory

on the merits, survives only if willfulness is separately established, and can be eliminated in its entirety by a good faith dispute is precisely the kind of high-variance claim that rational class representatives discount in settlement. (Szamet Decl. ¶98.) Plaintiff did so here, and the certain relief obtained for the Class reflects a sound resolution of that risk. (Szamet Decl. ¶ 99.)

f) The Risks Associated with the PAGA Claim

California's Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq*., permits private litigants to recover civil penalties for violations of the Labor Code. PAGA provides that plaintiffs may recover previously established civil penalties (section 2699(a)) or, if none were established, plaintiffs may recover default penalties provided in section 2699(f) in the amount of $100 per employee per pay period for the initial violation and $200 for subsequent violations.

The derivative PAGA claim, while adding meaningful settlement leverage, carries risks that compound those already described. (Szamet Decl. ¶100.) As a threshold matter, the PAGA penalties rise and fall with the underlying Labor Code violations: every defense to the rest period, off-the-clock, wage statement, expense reimbursement, and section 203 claims discussed above operates with equal force against the PAGA theory built upon them. Even where violations are established, civil penalties are not awarded mechanically—the court retains express discretion to reduce a PAGA award that would be "unjust, arbitrary and oppressive, or confiscatory," and courts have exercised that discretion to slash penalty awards dramatically, particularly where the employer demonstrates good faith or the violations produced modest actual harm. (Szamet Decl. ¶101.) Defendant would also vigorously contest the penalty arithmetic itself, including whether the heightened "subsequent violation" rate applies absent prior notice of noncompliance, whether penalties for derivative violations may be stacked upon penalties for the primary violations arising from the same conduct, and the proper pay-period counts for a workforce with fluctuating rosters. (Szamet Decl. ¶102.) While the Supreme Court in *Estrada v. Royalty Carpet Mills, Inc*. (2024) 15 Cal.5th 582 held that trial courts lack inherent authority to strike a PAGA claim as unmanageable, it simultaneously confirmed that courts may use their case management tools to limit the scope of evidence and even the claim itself—so a

sprawling representative action across Defendant's locations and job classifications would still face significant practical constriction before or at trial. (Szamet Decl. ¶103.) Finally, any litigated PAGA recovery is subject to the statutory allocation to the LWDA, and the amounts reaching aggrieved employees individually would be a fraction of the gross award. A claim that is wholly derivative, discretionary in amount, contested in its multipliers and stacking, and subject to judicial narrowing at trial warranted a substantial discount—and the Settlement's certain, court-supervised recovery reflects a reasonable resolution of those layered risks. (Szamet Decl. ¶ 104.). As such, the Agreement's contemplated PAGA payment of $5,000.00 is appropriate. (Szamet Decl. ¶105.; s*ee* Nordstrom Com. Cases (2010) 186 Cal.App.4th 576, 589 (affirming settlement allocating $0 of $6.4 million settlement to PAGA penalties).)

2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation

There is significant expense associated with the class certification process, which the Parties can avoid by entering into the contemplated Agreement now. (Szamet Decl. ¶106.) If the Court did eventually certify a rest or wage statement class, trial of a case involving approximately 1160 Settlement Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties. (Szamet Decl. ¶107.) Moreover, given the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. (Szamet Decl. ¶108.) An appeal would result in further delay for the Settlement Class Members who are waiting for a resolution in this matter. (*Id*.)

3. The Risk of Maintaining Class Action Status through Trial

This case has not been certified to be tried as a class action. (Szamet Decl. ¶109.) While Plaintiff believes there is strong evidence to support certification of several possible subclasses (especially a rest period class), certification is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility. (*Id*.) In attempting to certify a class, the parties would need to conduct multiple depositions, including of the Class Representative and of several person(s) most knowledgeable regarding Defendant's rest policies. (*Id*.) There is a risk for both sides as to what these depositions will reveal and whether they will

support class certification to the extent expected. (*Id*.)

4. The Amount Offered in Settlement

It was very difficult for the Parties to reach this Settlement of $150,000.00. (Szamet Decl. ¶110.) This Settlement is the result of adversarial, non-collusive, and arms-length negotiations. (Szamet Decl. ¶111.) The Parties arrived at it after extensive investigation and discovery, careful evaluation of the law, risks, and all information substantiating the amount of penalties reasonably likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance of an experienced mediator, Judge Howard R. Broadman over two days of mediation, and many months of follow-up discussions aided both by Judge Broadman and through arms-length, direct negotiations. (*Id*.)

As discussed above, there are 2,855 full workweeks at issue and 6,860 partial workweeks. Adding these numbers together, there are 9,715 workweeks at issue. (Szamet Decl. ¶112.) The average workweek settlement value is $15.44 per workweek ($150,000 / 9,715 workweeks). (Szamet Decl. ¶113.) If the partial workweeks are only weighted at 50%, this number increases to $23.86 per workweek (2,855 full workweeks + 3,430 partial workweeks = 6,285 workweeks and $150,000 / 6,285 = $23.86.) *Id*.

Based on the class-wide workweek data reflected in Defendant's records and the assumptions detailed in the Szamet Declaration, Class Counsel estimates Defendant's theoretical maximum exposure at approximately $3.7 million, consisting of approximately $261,000 on the off-the-clock/overtime claims, $523,000 on the rest period claim (assuming a 100% violation rate), $78,000 on the expense reimbursement claim, $121,000 in wage statement penalties under Labor Code section 226(e), $2,160,000 in waiting time penalties under Labor Code section 203, and $550,000 in PAGA penalties. (Szamet Decl. ¶¶53-60.) The Gross Settlement Amount represents approximately 4% of that theoretical maximum—a figure that assumes a 100% violation rate on every claim, that Plaintiffs establish knowing, intentional, and willful violations and defeat every good faith defense, that civil penalties are fully stacked and not judicially reduced, and, most critically, that Plaintiffs establish at the threshold that the Class worked on land owned or leased by Bee Sweet and that Bee Sweet is liable for the labor contractors'

workforce. Applying the realistic, claim-by-claim discounts detailed in the Szamet Declaration, Class Counsel estimates the realistically recoverable amount at approximately $790,000, of which the Gross Settlement Amount represents approximately 19%, before any further discount for the acute joint-employer/land-ownership threshold risk and the collectability concerns discussed below. (Szamet Decl. ¶60.) A settlement representing a fraction of the maximum potential recovery is not per se inadequate; the question is whether the record permits an understanding of the amount in controversy and the realistic range of outcomes of the litigation. (*See Wershba, supra*, 91 Cal.App.4th at p. 250; *Kullar, supra*, 168 Cal.App.4th at p. 133.) The analysis above, together with the risk discussion that follows, supplies that record.

a) Contracting and Indemnification Issues

One of the main factors affecting settlement of this action was the relationship between the Defendant grower (Bee Sweet) and the farm labor contractors (FLCs) it used to harvest citrus. (Szamet Decl. ¶114.) Defendant routinely engaged FLCs to supply labor to harvest and pack citrus and it used several different FLCs. (Szamet Decl. ¶115.) Because FLCs generally don't own or lease land and only supply workers, they can be fleeting defendants that can easily shut down operations so collectability is a frequent problem. (Szamet Decl. ¶116.) Here, Plaintiffs relied upon a joint employer theory of liability to also name Bee Sweet as a Defendant, but it was a very hotly disputed issue as to whether Plaintiffs actually worked on Bee Sweet owned/leased land. (Szamet Decl. ¶117.) This was a threshold issue in this matter to be able to proceed against Bee Sweet and was very vigorously litigated with Defendant putting forth strong arguments that Plaintiffs never actually worked on their owned/leased land. (Szamet Decl. ¶118.) Based on this very acute risk, settlement made sense here. (Szamet Decl. ¶119.)

5. The Experience and Views of Counsel

Finally, counsel's experience and success in similar class actions also weigh in favor of preliminary approval. *See Wershba, supra*, 91 Cal.App.4th at 245. KINGSLEY SZAMET EMPLOYMENT LAWYERS is very experienced in prosecuting complex employment litigation, and the firm has focused its practice since the year 2000 on complex wage, hour, and working condition violations. (Szamet Decl. ¶¶120-122.) The firm is extremely well versed in

class action litigation and has diligently and aggressively pursued this action. (*Id*.) KINGSLEY SZAMET EMPLOYMENT LAWYERS currently serves as Class Counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California. (*Id*.) A list of representative cases that KINGSLEY SZAMET EMPLOYMENT LAWYERS has handled is included in the accompanying declaration of Kelsey M. Szamet. (*Id*.) After factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair and reasonable. (Szamet Decl. ¶123.)

6. The Proposed Plan of Allocation Is Fair and Reasonable

Plans of allocation are subject to the same standard of review as class action settlements; they must be "fair, adequate and reasonable." (*See, e.g.*, Officers for Justice v. Civil Service Comm'n (9th Cir. 1982) 688 F.2d 615, 624–625, 629–630.) Here, the proposed plan of allocation compensates Settlement Class Members pro rata based on the number of compensable work weeks worked by the Settlement Class Member during the Class Period. Partial Workweeks are weighted at one-half the value of a full Workweek. (Ex. 1 at § 3, ¶3.2.4.) The lump sum payment to each Settlement Class Member not excluding him/ herself will be determined on an individualized basis based upon the compensable pay periods worked by the Settlement Class Member. (Ex. 1 at § 3, ¶3.2.4.) This allocation distributes Agreement funds proportionally to each class member's potential damages and should therefore be approved as fair, adequate, and reasonable. (Szamet Decl. ¶124.)

7. The Proposed Notice Fairly Apprises the Settlement Class Members of the Terms of the Settlement and of the Class Members' Rights under the Settlement

Plaintiff requests that the Court approve the proposed plan and form of Class Notice. The standard for determining the adequacy of notice is whether the notice has "a reasonable chance of reaching a substantial percentage of the class members." (*Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974.) Pursuant to the Agreement, the Notice, in English with a Spanish translation, will be sent to the last known address of all Settlement Class Members, or to an updated address if one is located in the National Change of Address Database. (Ex. 1 at § 8,

¶¶8.4.2-8.4.3). If any Notices are returned as undeliverable, the Administrator will undertake another reasonable address verification measure to locate a valid mailing address and will promptly send the Notice to the new address. (*Id*.) As such, the Notice is likely to reach most, if not all, Settlement Class Members.

With respect to the contents of the Notice, the "notice given to the class must fairly apprise the class members of the terms of the proposed compromise and of the options open to dissenting class members." (*Trotsky v. L.A. Fed. Sav. & Loan Ass'n* (1975) 48 Cal.App.3d 134, 151–52.) The purpose of a class notice is to give class members sufficient information to decide whether they should accept the benefits offered, opt out and pursue their own remedies, or object to the settlement. (*Ibid*.)

Here, the Notice clearly explains the proposed Agreement and the options to opt out of the Settlement or object to it at the Final Approval Hearing. (Ex. 1 at § 8, ¶8.5-8.7; *see also* Ex. A to the Agreement at pp. 1-2, 4 [Class Notice].) In short, the Court should approve the proposed Class Notice because it describes the proposed settlement with enough specificity to allow Settlement Class Members to make an informed choice regarding whether to participate.

VI. THE SERVICE AWARD TO THE NAMED PLAINTIFFS

The Class Representatives are entitled to an enhancement for their valiant effort and time expended in this matter. (Szamet Decl. ¶125.) The time spent by Plaintiffs is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work at Defendant; compiling relevant documents; working closely with Class Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the status of the case with Class Counsel; discussing the case via telephone with many Settlement Class Members; providing formal discovery responses; making themselves available for two full-day mediation sessions; and responding promptly to Class Counsel's communications regarding settlement. (*Id*.) Thus, in addition to the sums paid to Settlement Class Members, Plaintiffs request proposed Class Representative Service Payments in the amount of $5,000.00 each, for a total of $10,000.00, to be paid from the Gross Settlement Amount. (Ex. 1 at § 3, ¶3.2.1.) As set forth in the Agreement, Plaintiffs will also be entering into

a general release of liability pursuant to Civil Code Section 1542. (Szamet Decl. ¶126; Ex. 1 at § 6, ¶6.1.1.)

Class Counsel considers this to be a fair and reasonable enhancement. (Szamet Decl. ¶127.) The enhancement takes into consideration the time, effort, and expense incurred by Plaintiffs in coming forward to litigate this matter on behalf of all Settlement Class Members. (*Id*.) Plaintiffs will provide a detailed declaration with the Final Approval Motion detailing their participation and further justification for the enhancement. (*Id*.)

VII. SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

As indicated on the Proof of Service, Plaintiffs' Motion for Approval of Class Action Settlement ("Motion") will be concurrently uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date this Motion is filed as required by statute. Proof of submission of Plaintiffs' Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit "2." (Szamet Decl. ¶131.)

VIII. CONCLUSION

Plaintiffs respectfully submit that the proposed Agreement is fair, adequate, reasonable, and in the best interest of the Settlement Class Members. Therefore, the Parties respectfully request that the Court (1) grant preliminary approval of the Class Action and PAGA Settlement Agreement, and all of its terms; (2) provisionally certify the Settlement Class for settlement purposes, appoint Plaintiffs as Class Representatives and their counsel as Class Counsel, and appoint Phoenix Class Action Administration Solutions as the Settlement Administrator; (3) approve the proposed form of notice, and direct that the Notice be sent to Settlement Class Members in the manner set forth in the Class Action and PAGA Settlement Agreement; and (4) schedule a hearing on final approval of the Agreement and Class Counsel's application for an award of attorney's fees and litigation costs.

DATED: October 2, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____

Kelsey M. Szamet
Attorneys for Plaintiffs and the proposed class

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 2, 2026, I served all interested parties in this action the following documents are described as: **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

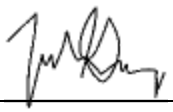
Thomas E. Campagne
cc@campagnelaw.com
Caitlin Grimm
Caitlin@campagnelaw.com
CAMPAGNE & CAMPAGNE, APC
Airport Office Center
1685 North Helm Avenue
Fresno, California 93727

Edgar Aguilasocho
Mario Martinez
eaguilasocho@farmworkerlaw.com
mmartinez@farmworkerlaw.com
info@farmworkerlaw.com
MARTINEZ AGUILASOCHO LAW, INC.
P.O. Box 1998
Bakersfield, California

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 2, 2026, at West Hollywood, California.



Taylor Gregg