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Attorneys for Plaintiffs
OMAR DE LOS SANTOS and LUIS FIGUEROA

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF MERCED
UNLIMITED JURISDICTION

OMAR DE LOS SANTOS, an individual; and
LUIS FIGUEROA, an individual;

Plaintiffs,
vs.

3K FARMING COMPANY, INC., a California
Corporation; KAHLON FARMING
MANAGEMENT COMPANY, a California
Corporation; KAHLON FAMILY FARMING,
LLC, a California Limited Liability Company;
GOLDEN NUT HARVESTING, LLC, a
California Limited Liability Company;
MANRAJ KAHLON, an individual;
UDHAYRAJ KAHLON, an individual; and
DOES 1-20, inclusive,

Defendants.

Case No.: 21CV-03770

CLASS ACTION

**PLAINTIFFS' NOTICE OF
MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS
ACTION AND PAGA
SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES;
DECLARATION OF MARTIN
ZURADA**

**Date: September 30, 2026
Time: 8:15 a.m.
Dept: 8
Judge: Stephanie L. Jamieson**

NOTICE OF AMENDED MOTION AND MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 30, 2026, at 8:15 a.m., or as soon thereafter as the matter may be heard, in Department 8 of the above-entitled Court, Plaintiffs Omar De Los Santos and Luis Figueroa, individually and on behalf of the certified class, will and hereby do move for an Order:

1. Granting final approval of the Joint Stipulation of Class Action and PAGA Settlement;
2. Approving the PAGA settlement;
3. Finding that the notice process satisfied the Court's preliminary approval order, the Settlement Agreement, California Rules of Court rule 3.769, and due process;
4. Approving the requested attorney's fees, litigation costs, settlement administration costs, and service awards;
5. Directing the Settlement Administrator to distribute the settlement funds according to the Settlement Agreement;
6. Entering Judgment; and
7. Retaining jurisdiction to enforce the entered Judgment and Settlement Agreement.

This Motion is made pursuant to California Rules of Court rule 3.769 and Code of Civil Procedure section 1005. Rule 3.769 requires court approval after hearing for a class action settlement and requires the court to conduct an inquiry into fairness before final approval. Code of Civil procedure section 1005 requires moving and supporting papers to be served and filed at least 16 court days before the hearing unless otherwise ordered or provided by law.

This Motion is based on:

1. This Notice of Motion and Motion and the accompanying Memorandum of Points and Authorities.
2. The attached Declaration of Martin Zurada in support ("Zurada Decl.").
3. The separately filed Declaration of Jennifer Mills of Rust Consulting, Inc. in support ("Rust Declaration"),
4. The proposed Judgment and Order Granting Final Approval.

1 5. As well as the pleadings and records on file, the Order granting Motion for Preliminary
2 Approval, and all matters of which the Court may take judicial notice, and further
3 evidence or argument presented at or before the hearing.
4

5 Dated: August 27, 2026

VENARDI ZURADA LLP



MARTIN ZURADA
Attorneys for Plaintiffs
and the Certified Class

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Omar De Los Santos and Luis Figueroa (“Plaintiffs”), individually and on behalf of the certified class (“Class” or “Class Members”), seek final approval of a \$300,000 class action and California Private Attorneys General Act (“PAGA”) settlement resolving certified wage-and-hour claims on behalf of agricultural workers. The Court has already granted preliminary approval, found the settlement within the range of reasonableness, and found that the settlement was negotiated at arm’s length and was the product of serious, informed, and non-collusive negotiations. (**Zurada Decl., ¶ 13 & Ex. C.**)

The settlement should now be finally approved. The case was litigated for more than four years, involved written discovery, meet-and-confer efforts regarding missing employment documents, a stipulated protective order, analysis of available employment records, videotaped depositions of individual Defendants Manraj Kahlon and Udhayraj Kahlon, expert analysis by economist Laura Ines, two mediations, and extensive post-mediation negotiations. (**Zurada Decl., ¶¶ 2, 6, 9, 24.**) Plaintiffs’ expert estimated maximum potential recovery of \$889,181 for the class claims and \$42,525 for PAGA. (**Zurada Decl., ¶ 7 & Ex. A.**) The \$30,000 PAGA allocation represents approximately 70.5% of the estimated maximum PAGA exposure and is separate from the class recovery, which supports approval under PAGA’s public-enforcement purpose. (**Zurada Decl., ¶¶ 16, 18.**) The \$300,000 settlement represents approximately 32% of the maximum theoretical class damages, before accounting for litigation risks, proof issues, collectability concerns, and delay. (**Zurada Decl., ¶¶ 7-9, 14, 33, 38.**)

Notice has now been administered to the Class Members. Rust Consulting, Inc. was appointed as Settlement Administrator (“Rust”), received class data for 178 potential Class Members on or about March 25, 2026, processed addresses through the National Change of Address database, and mailed Class Notices in English and Spanish by First Class mail to all 178 Class Members on April 22, 2026. (**Mills Decl., ¶¶ 3, 7-9.**) Rust performed 43 address traces for notices returned as undeliverable, obtained 16 updated addresses, re-mailed notices to those Class Members, and reports that 30 notices remain undeliverable. (**Mills Decl., ¶ 10.**) Rust received **zero workweek or**

1 **employment-information disputes, zero objections**, and a final count of **zero exclusions** after the
2 one exclusion request was rescinded with both sides' agreement. (**Mills Decl., ¶¶ 13-16; Zurada**
3 **Decl., ¶ 22.**) The class reaction was strongly favorable and supports final approval. That is
4 particularly important here because the settlement provides automatic distribution without a claims
5 process, which avoids claims-made barriers for a seasonal, Spanish-speaking agricultural workforce.
6 (**Zurada Decl., ¶¶ 8, 19, 33, 35; Mills Decl., ¶ 9.**)

7 8 **II. BACKGROUND**

9 Plaintiffs Omar De Los Santos and Luis Figueroa brought this wage-and-hour class action
10 against 3K Farming Company, Inc., Kahlon Farming Management Company, Kahlon Family
11 Farming, LLC, Golden Nut Harvesting, LLC, Manraj Kahlon, and Udhayraj Kahlon. Plaintiffs
12 alleged that hourly agricultural workers in Merced were not paid overtime alleging that Defendants
13 failed to pay overtime reflected in payroll records and allegedly split hours between 3K Farming
14 Company, Inc. and Kahlon Farming Management Company to avoid overtime. Defendants denied
15 the allegations and disputed integrated-enterprise, joint-employer, and individual liability. (**Zurada**
16 **Decl., ¶ 4.**)

17 The Court granted class certification by order entered September 11, 2024. The class was
18 certified for litigation purposes before settlement. (**Zurada Decl., ¶ 5.**) Then the parties mediated
19 twice: first on June 6, 2024, with Jeffrey Owensby of Judicate West, and later on May 22, 2025, with
20 Judge Judy Hersher (Ret.) of Judicate West. The settlement was reached after the second mediation,
21 further evaluation of merits, damages, and risks, and continued post-mediation involvement by Judge
22 Hersher. (**Zurada Decl., ¶¶ 9-10.**)

23 The Court initially denied preliminary approval without prejudice on February 18, 2026,
24 requesting additional evidence supporting the requested attorneys' fees, settlement administration
25 costs, and inclusion of the Ines expert report. (**Zurada Decl., ¶ 11.**) Plaintiffs then filed an amended
26 preliminary approval motion with additional lodestar information, a detailed summary of work
27 performed, settlement administration cost information, and the Ines expert report. (**Zurada Decl., ¶**
28 **12.**)

The Court having received the additional information granted preliminary approval on March 4, 2026 and appointed Rust as Settlement Administrator. The Court found that the settlement was within the range of reasonableness and that it was negotiated at arm's length and was the product of serious, informed, and non-collusive negotiations. (**Zurada Decl., ¶ 13 & Ex. C.**) The Court also preliminarily found that the notice satisfied due process and fairly and adequately informed Settlement Class Members of the nature of the action, the material settlement terms, the binding effect of the settlement, and their rights to appear, object, or request exclusion. (**Zurada Decl., Ex. C.**)

III. SETTLEMENT TERMS

The settlement establishes a Gross Settlement Amount of \$300,000. (**Zurada Decl., ¶ 14 & Ex. B.**) The settlement provides for deductions, subject to Court approval, for attorneys' fees of \$105,000, litigation costs **up to \$25,000, with Plaintiffs now seeking \$24,720.26**, settlement administration costs payable from the settlement fund not to exceed \$10,000, service awards up to \$9,000 each for the two named Plaintiffs, and a \$30,000 PAGA allocation. (**Zurada Decl., ¶¶ 15, 17, 20, 23 & Ex. B.**)

The settlement is **non-reversionary**, and no portion of the Gross Settlement Amount will revert to Defendants. (**Zurada Decl., ¶ 14 & Ex. B.**) If settlement checks are not cashed within the time specified in the Settlement Agreement, the remaining funds, including associated PAGA amounts, will be paid to the California State Controller in the name of the Settlement Class Members. (**Zurada Decl., Ex. B.**)

The PAGA allocation is \$30,000, with \$22,500 allocated to the LWDA and \$7,500 allocated to PAGA Group Members. These PAGA amounts are paid from the Gross Settlement Amount and are not reduced by attorneys' fees or litigation costs. (**Zurada Decl., ¶ 16.**) The Net Settlement Fund will be distributed automatically and without a claims process on a pro rata basis based on workweeks worked during the Class Period. (**Zurada Decl., ¶ 19.**)

If the Court approves the requested deductions, the Net Settlement Fund for class member payments will be \$112,000, plus an additional \$279.74 because Plaintiffs seek \$24,720.26 in

litigation costs rather than the full \$25,000 cost cap. The effective Net Settlement Fund will therefore be \$112,279.74. (**Zurada Decl.**, ¶¶ 17, 23.)

IV. LEGAL STANDARD

A class action settlement requires court approval to prevent fraud, collusion, or unfairness to the class, and the court must determine whether the settlement is fair, adequate, and reasonable. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-1801. Courts consider relevant factors including the strength of plaintiffs' case, the risk, expense, complexity, and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and stage of proceedings, the experience and views of counsel, any governmental participant, and the reaction of the class members to the proposed settlement. *Dunk*, 48 Cal.App.4th at 1801-1802.

A presumption of fairness may exist where the settlement is reached through arm's-length bargaining, investigation and discovery are sufficient to allow counsel and the court to act intelligently, counsel is experienced in similar litigation, and the percentage of objectors is small. *Dunk*, 48 Cal.App.4th at 1802. At the same time, the Court must independently and objectively analyze the evidence and circumstances before it to determine whether the settlement is in the best interests of those whose claims will be extinguished. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.

California Rules of Court rule 3.769 provides that a settlement or compromise of a class action requires court approval after hearing, that notice of the final approval hearing must be given to class members in the manner specified by the Court, that before final approval the Court must conduct an inquiry into the fairness of the proposed settlement, and that if the settlement is approved the Court must enter judgment retaining jurisdiction to enforce the judgment.

V. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE

The settlement satisfies final approval standards for the same reasons it satisfied preliminary approval, now reinforced by the completed notice process and favorable class response.

1 First, the settlement resulted from informed, arm's-length negotiations. The parties mediated
2 before Jeffrey Owensby on June 6, 2024, mediated again before Judge Judy Hersher (Ret.) on May
3 22, 2025, and reached the settlement only after extensive further post-mediation negotiations and
4 continued involvement by Judge Hersher. **(Zurada Decl., ¶ 9.)**

5 Second, Plaintiffs had sufficient information to evaluate the claims and risks. Plaintiffs'
6 counsel propounded written discovery on each Defendant, met and conferred regarding missing
7 employment documents, obtained available employment records, negotiated and executed a
8 stipulated protective order, reviewed and analyzed Defendants' discovery responses and document
9 production, took videotaped depositions of Manraj Kahlon and Udhayraj Kahlon, and retained
10 economist Laura Ines to analyze the available employment records. **(Zurada Decl., ¶¶ 6, 24.)** Expert
11 Ines calculated maximum possible recovery of \$889,181 for class claims and \$42,525 for PAGA.
12 **(Zurada Decl., ¶ 7 & Ex. A.)**

13 Third, the settlement reflects significant litigation risks. Plaintiffs identified workforce
14 participation risks because the case involved migrant, Spanish-speaking, seasonal agricultural
15 workers, and the named Plaintiffs were the only workers who meaningfully cooperated with counsel
16 and were willing to pursue the claims on behalf of the class. **(Zurada Decl., ¶¶ 8, 35-36.)** Plaintiffs
17 also faced disputed integrated-enterprise issues, joint-employer and individual-liability risks, proof
18 risks from missing or incomplete records, extrapolation challenges, collectability risks, delay, and
19 possible reduction of PAGA penalties. **(Zurada Decl., ¶ 8.)**

20 Fourth, the settlement provides meaningful, automatic relief. The Net Settlement Fund will
21 be distributed automatically without a claims process and pro rata based on workweeks worked
22 during the Class Period. **(Zurada Decl., ¶ 19.)** That structure is particularly appropriate because the
23 workforce was agricultural, seasonal, transient, and difficult to reach, and a claims-made settlement
24 could significantly reduce actual recovery. **(Zurada Decl., ¶¶ 8, 19, 35.)**

25 Fifth, the class reaction supports approval. Rust mailed Class Notices in English and Spanish
26 to 178 Class Members after processing addresses through the National Change of Address database.
27 **(Mills Decl., ¶¶ 7-9.)** Rust performed 43 address traces for notices returned as undeliverable,
28 obtained 16 updated addresses, and re-mailed notices to those Class Members. **(Mills Decl., ¶ 10.)**

As of the Rust declaration, 30 notices remained undeliverable, zero Class Members disputed their employment information, Rust received zero objections, and the final number of exclusions is zero after one exclusion request was rescinded with both sides' agreement. (**Mills Decl., ¶¶ 10, 13-16; Zurada Decl., ¶ 22.**) This response strongly supports final approval.

VI. NOTICE SATISFIED DUE PROCESS AND THE COURT'S ORDER

The Court appointed Rust as Settlement Administrator and ordered Rust to perform the notice and administration responsibilities assigned under the Settlement Agreement. (**Zurada Decl., ¶ 13 & Ex. C; Mills Decl., ¶ 3.**) The Court preliminarily found that the notice satisfied due process and fairly and adequately informed Settlement Class Members of the nature of the action, the material settlement terms, the binding effect of the settlement, and their rights to appear, object, or request exclusion. (**Zurada Decl., Ex. C.**)

Rust received the Class Notice text from counsel on or about March 9, 2026, prepared a formatted Class Notice that the parties approved, and received the Class List from Defendants' counsel on or about March 25, 2026. (**Mills Decl., ¶¶ 6-7.**) Rust processed the mailing addresses through the National Change of Address database and, on April 22, 2026, mailed Class Notices in English and Spanish by First Class mail to all 178 Class Members. (**Mills Decl., ¶¶ 8-9.**) The notices advised Class Members that any exclusion, objection, or dispute had to be postmarked by June 22, 2026. (**Mills Decl., ¶ 9.**) Rust later performed address traces for returned notices, re-mailed notices where updated addresses were found, and gave re-mailed notices an extended response deadline, with the latest extended deadline falling on July 7, 2026. (**Mills Decl., ¶¶ 10-12.**)

On that record, the Court should find that notice was the best practicable notice under the circumstances, complied with the Court's order, and satisfied due process.

VII. THE PAGA SETTLEMENT SHOULD BE APPROVED

The Settlement Agreement allocates \$30,000, or 10% of the Gross Settlement Amount, to resolve PAGA claims. Of that amount, \$22,500 will be paid to the LWDA and \$7,500 will be distributed to PAGA Group Members. (**Zurada Decl., ¶¶ 16, 18 & Ex. B.**) This allocation is

1 reasonable and meaningful when measured against Plaintiffs' expert's estimated maximum PAGA
2 exposure of \$42,525. (**Zurada Decl., ¶¶ 7, 18 & Ex. A.**) The \$30,000 PAGA allocation represents
3 approximately 70.5% of the estimated maximum PAGA exposure, before discounting for the
4 substantial litigation risks identified in this motion. (**Zurada Decl., ¶ 18.**)

5 The PAGA allocation is separate from the class recovery. The class component compensates
6 Settlement Class Members for alleged unpaid wages and derivative wage-and-hour claims, while the
7 PAGA component resolves the State's civil-penalty claim and serves PAGA's public enforcement
8 function. The allocation therefore preserves a distinct PAGA recovery while also providing automatic
9 class relief through the Net Settlement Fund. (**Zurada Decl., ¶¶ 16, 18-19.**)

10 The applicable PAGA allocation is the pre-2024 statutory allocation of 75% to the LWDA
11 and 25% to aggrieved employees. Labor Code section 2699(v) provides that the 2024 amendments
12 apply to civil actions brought on or after June 19, 2024, and do not apply to civil actions where the
13 required PAGA notice was filed before June 19, 2024. This case was filed in 2021, and the PAGA
14 notice was submitted before June 19, 2024. (**Zurada Decl., ¶ 18.**) Accordingly, the settlement uses
15 the pre-2024 PAGA allocation, with 75% of the PAGA allocation paid to the LWDA and 25% paid
16 to PAGA Group Members. (**Zurada Decl., ¶¶ 16, 18.**)

17 The PAGA settlement also satisfies the governing fairness standard. Although later treatment
18 disapproved *Moniz* on separate standing/intervention issues, *Moniz* supports the proposition that a
19 trial court reviewing a PAGA settlement should evaluate whether the settlement is fair, reasonable,
20 and adequate in view of PAGA's purposes to remediate present labor-law violations, deter future
21 violations, and maximize enforcement of state labor laws. *Moniz v. Adecco USA, Inc.* (2021) 72
22 Cal.App.5th 56, 77.

23 Here, the PAGA allocation is fair, reasonable, and adequate. The allocation provides a
24 substantial percentage of the estimated maximum PAGA exposure, directs the LWDA its statutory
25 share under the applicable pre-2024 framework, and separately compensates PAGA Group Members.
26 (**Zurada Decl., ¶¶ 16, 18.**) It also serves PAGA's deterrent purpose because Defendants will pay a
27 non-reversionary cash settlement after certified class litigation, expert damages analysis, depositions,
28 two mediations, and post-mediation negotiations. (**Zurada Decl., ¶¶ 7, 9, 14, 24.**)

1 The PAGA settlement further reflects real litigation risk. Plaintiffs' PAGA exposure
2 depended on disputed liability, disputed integrated-enterprise and joint-employer theories, missing
3 or incomplete employment records, extrapolation issues, collectability concerns, delay, and the
4 Court's discretion to reduce civil penalties. (**Zurada Decl., ¶¶ 8, 18, 38.**) Those same risks affected
5 both the class claims and the PAGA claims because both arise from the same alleged conduct and
6 depend on many of the same factual and legal determinations. (**Zurada Decl., ¶¶ 4, 8.**)

7 Labor Code section 2699(s)(2) requires the proposed PAGA settlement to be submitted to the
8 LWDA at the same time it is submitted to the court, and section 2699(s)(3) requires the judgment
9 and any order providing for or denying civil penalties to be submitted to the LWDA within 10 days
10 after entry. Plaintiffs submitted the final approval papers and proposed judgment to the LWDA on
11 August 27, 2026 and will submit the judgment and civil-penalty order to the LWDA after entry.
12 (**Zurada Decl., ¶ 37 & Ex. G.**)

13 The PAGA allocation is reasonable because it is based on the Gross Settlement Amount
14 before deductions, provides the LWDA its statutory share, and reflects the disputed liability, proof,
15 collectability, and penalty-reduction risks identified in the preliminary approval papers and in this
16 motion. (**Zurada Decl., ¶¶ 8, 16, 18, 38.**)

17 **VIII. ATTORNEY'S FEES AND COSTS SHOULD BE APPROVED**

18
19 Class Counsel seeks attorney's fees of \$105,000, equal to 35% of the \$300,000 Gross
20 Settlement Amount, and reimbursement of litigation costs of \$24,720.26. (**Zurada Decl., ¶¶ 15, 23,**
21 **31-33.**) The requested costs do not exceed the \$25,000 cost cap, and the \$279.74 difference between
22 the cost cap and actual requested costs will augment the Net Settlement Fund for class member
23 payments. (**Zurada Decl., ¶ 23.**)

24 The requested fee is reasonable in light of the work performed, the contingent risk undertaken,
25 and the result achieved. Over more than four years, Class Counsel investigated the claims; prepared
26 and filed the PAGA notice; drafted, filed, and amended pleadings; attended case management and
27 trial-setting conferences; propounded written discovery to four entity defendants and two individual
28 defendants; negotiated and executed a stipulated protective order; reviewed and analyzed

Defendants' discovery responses and employment-record production; retained and worked with economist Laura Ines to analyze approximately 8,752 pages of employment records; conducted videotaped depositions of individual Defendants Manraj Kahlon and Udhayraj Kahlon; drafted and prevailed on a contested motion for class certification; prepared reply and supplemental reply briefing; coordinated Spanish-language client communications and client declarations; participated in two full-day mediations; conducted post-mediation settlement negotiations; drafted and negotiated the Settlement Agreement; prepared preliminary approval papers; addressed the Court's preliminary approval concerns; coordinated settlement administration; monitored the notice process; addressed the rescinded exclusion request; submitted PAGA materials to the LWDA; and prepared the final approval papers. **(Zurada Decl., ¶ 24.)** A detailed phase-by-phase breakdown of counsel's work and time is attached to the Zurada Declaration as Exhibit F. **(Zurada Decl., ¶ 26 & Ex. F.)**

The requested fee is reasonable under both percentage and lodestar cross-check methods. In California common-fund class actions, the trial court may determine a reasonable attorney fee by choosing an appropriate percentage of the fund created and may use a lodestar cross-check to test reasonableness. *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503-506.

Counsel reported 370 attorney hours and 105 paralegal/staff hours through preliminary approval. **(Zurada Decl., ¶¶ 25-26 & Ex. F.)** Counsel calculated a preliminary approval lodestar of \$180,375 using 185 hours for Martin Zurada at \$600 per hour and 185 hours for other attorneys at a blended \$375 per hour. **(Zurada Decl., ¶ 27.)** That calculation identified 105 hours of paralegal/staff time but did not assign a separate dollar value to that time. **(Zurada Decl., ¶ 28.)**

Since preliminary approval, counsel has performed and will perform additional final approval and administration work, including communications with Rust, review of administration issues, communications with defense counsel regarding the rescinded exclusion request, preparation of the final approval papers, LWDA submission, and preparation for and attendance at the final approval hearing. **(Zurada Decl., ¶ 29.)**

Counsel estimates this work has added or will add approximately 15 attorney hours, or approximately \$9,000 at Mr. Zurada's \$600 hourly rate, bringing the updated attorney lodestar to approximately \$189,375, still excluding paralegal/staff time. **(Zurada Decl., ¶ 30.)** The requested

1 \$105,000 fee is approximately \$84,375 less than the updated approximate lodestar, or approximately
2 44.6% below the updated lodestar before considering the 105 hours of paralegal/staff time. (**Zurada**
3 **Decl., ¶ 31.**)

4 The requested fee also reflects the risk and result achieved. The case was prosecuted on a
5 purely contingent basis from August 2021 through final approval. Plaintiffs have not paid hourly
6 fees, and Class Counsel advanced litigation costs while accepting the risk of no recovery. (**Zurada**
7 **Decl., ¶ 3.**) Counsel litigated class certification, reviewed employment records, retained and worked
8 with an economic expert, conducted depositions, participated in two mediations, negotiated
9 settlement, prepared preliminary approval papers, addressed the Court's preliminary approval
10 concerns, coordinated administration, and prepared final approval papers. (**Zurada Decl., ¶¶ 2, 6, 9,**
11 **11-12, 24, 29.**) The \$300,000 settlement represents approximately 32% of the maximum theoretical
12 class damages, before discounting for litigation risks. (**Zurada Decl., ¶¶ 7-8, 14, 33, 38.**)

13 Class Counsel does not seek any attorneys' fees beyond \$105,000. (**Zurada Decl., ¶ 32.**) If
14 the Court approves less than the requested attorneys' fees or litigation costs, the unapproved amount
15 will remain in the settlement fund and be distributed to Settlement Class Members rather than
16 reverting to Defendants. (**Zurada Decl., ¶ 34.**)

17 18 **IX. SERVICE AWARDS SHOULD BE APPROVED**

19 The Settlement Agreement permits service awards of up to \$9,000 each for the two named
20 Plaintiffs. (**Zurada Decl., ¶ 15 & Ex. B.**) The requested service awards should be approved because
21 the named Plaintiffs initiated and maintained the case, represented the interests of agricultural
22 workers, assisted counsel, supported class certification and settlement, participated in two full-day
23 mediations, and undertook reputational and practical risks in suing current or former agricultural
24 employers in their community and industry. (**Zurada Decl., ¶¶ 10, 35-36.**)

25 The requested service awards of \$9,000 for each named Plaintiff are justified by Plaintiffs'
26 substantial efforts and the risks they undertook on behalf of the Class. Plaintiffs initiated and
27 maintained this litigation on behalf of hourly agricultural workers who allegedly were denied
28 overtime through Defendants' payroll practices, including the alleged splitting of hours between 3K

1 and KFMC. (**Zurada Decl., ¶¶ 4, 35.**) They provided factual information, communicated with
2 counsel, assisted with investigation and discovery, supported class certification through declarations,
3 participated in two full-day mediations, and remained willing to testify and proceed to trial if
4 necessary. (**Zurada Decl., ¶¶ 10, 35.**)

5 Plaintiffs' participation was particularly important because this case involved agricultural
6 workers, including migrant, Spanish-speaking, seasonal workers, and Plaintiffs were the **only** two
7 workers willing to step forward and represent Class Members thus helping achieve a substantial
8 benefit to the Class. (**Zurada Decl., ¶¶ 8, 35-36.**) Counsel communicated with Plaintiffs in Spanish
9 as needed, and during class certification counsel prepared client declarations, translated and reviewed
10 them with Plaintiffs in Spanish, revised and finalized them after consultation, and obtained
11 signatures. (**Zurada Decl., ¶ 35.**) But for Plaintiff's willingness to be representative and active
12 participation in the litigation the recovery would not have been possible. In light of these efforts, the
13 duration of the case, Plaintiffs' assistance with counsel's investigation, discovery, class certification,
14 and settlement negotiations, their participation in two full-day mediations, and the risks associated
15 with suing current or former agricultural employers, the requested \$9,000 service award for each
16 Plaintiff is fair and reasonable. (**Zurada Decl., ¶ 36.**)

17
18 **X. SETTLEMENT ADMINISTRATION COSTS SHOULD BE APPROVED**

19 The Court appointed Rust as Settlement Administrator. (**Zurada Decl., ¶ 13 & Ex. C; Mills**
20 **Decl., ¶ 3.**) The settlement administration costs payable from the settlement fund were capped at
21 \$10,000, subject to Court approval. (**Zurada Decl., ¶¶ 15, 20.**) Rust estimates total settlement
22 administration costs of \$11,275, including incurred fees and future costs for completion of
23 administration. (**Mills Decl., ¶ 17; Zurada Decl., ¶ 20.**) Class Counsel will pay the \$1,275 amount
24 above the \$10,000 cap, and that excess will not reduce the Net Settlement Fund or any Class
25 Member's recovery. (**Zurada Decl., ¶ 20.**)

26 The Court should approve payment of \$10,000 from the settlement fund toward Rust's total
27 estimated administration costs of \$11,275. Those costs are reasonable in light of the bilingual notice
28

1 process, mailing administration, address updating, response tracking, re-mailing efforts, and
2 distribution work required. (Mills Decl., ¶¶ 3-17; Zurada Decl., ¶ 20.)

3
4 **XI. JUDGMENT SHOULD BE ENTERED AND THE COURT SHOULD RETAIN**
5 **JURISDICTION**

6 If the Court approves the settlement after the final approval hearing, California Rules of Court
7 rule 3.769 requires the Court to make and enter judgment, and the judgment must include retention
8 of jurisdiction to enforce the judgment. Plaintiffs therefore request entry of judgment rather than
9 dismissal, with continuing jurisdiction to enforce the settlement and judgment.

10 **XII. CONCLUSION**

11
12 Plaintiffs respectfully request that the Court grant final approval of the class action and PAGA
13 settlement; approve the PAGA settlement; approve attorneys' fees of \$105,000, litigation cost
14 reimbursement of \$24,720.26, service awards of \$9,000 to each named Plaintiff, and payment of
15 \$10,000 from the settlement fund toward Rust's administration costs; direct implementation of the
16 Settlement Agreement; enter judgment; and retain jurisdiction to enforce the judgment and
17 Settlement Agreement. (Zurada Decl., ¶¶ 15, 20, 23, 31-38; Mills Decl., ¶ 17.)

18 Dated: August 27, 2026

VENARDI ZURADA LLP

20 

21 *Attorneys for Plaintiffs*
22 and the Certified Class

DECLARATION OF ATTORNEY MARTIN ZURADA IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

I, Martin Zurada, declare:

1. I am an attorney licensed to practice law in California and a partner at Venardi Zurada LLP, counsel for Plaintiffs Omar De Los Santos and Luis Figueroa and the certified class. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would testify competently to them.

2. I have been actively and personally involved in the prosecution of this action, including investigation, pleadings, discovery, class certification, expert damages analysis, mediation, settlement negotiations, preliminary approval, settlement administration, and preparation of the final approval papers.

3. This case has been prosecuted by Venardi Zurada LLP on a purely contingent-fee basis since August 2021. Plaintiffs have not paid hourly fees. My firm advanced litigation costs and accepted the risk of no recovery if the case was unsuccessful.

4. Plaintiffs alleged in the Complaint that hourly agricultural workers in Merced were not paid overtime because Defendants failed to pay overtime reflected in payroll records and allegedly split hours between 3K Farming Company, Inc. and Kahlon Farming Management Company to avoid overtime. Defendants denied Plaintiffs' allegations and disputed integrated-enterprise, joint-employer, and individual liability.

5. The Court granted class certification by order entered September 11, 2024. The class was certified for litigation purposes before settlement.

6. Plaintiffs had sufficient information to evaluate the claims and risks before settlement. Plaintiffs propounded written discovery on each Defendant, met and conferred regarding missing employment documents, obtained available employment records, negotiated and executed a stipulated protective order, reviewed and analyzed Defendants' discovery responses and document production, took videotaped depositions of individual Defendants Manraj Kahlon and Udhayraj Kahlon, and retained economist Laura Ines to analyze the employment records.

7. Expert Laura Ines analyzed the available employment records and calculated maximum possible recovery of \$889,181 for class claims and \$42,525 for PAGA. For the Court's convenience, attached as **Exhibit A** to this declaration is a true and accurate copy of the Declaration of Laura Ines in Support of Motion for Class Certification with her report at Exhibit 2 to that declaration.

8. The case presented substantial litigation risks. Those risks included disputed integrated-enterprise liability, disputed joint-employer liability, disputed individual liability, proof issues caused by missing or incomplete records, extrapolation challenges, workforce participation issues involving migrant, Spanish-speaking, seasonal agricultural workers, collectability concerns, delay, and the Court's discretion to reduce PAGA penalties.

9. The Settlement Agreement, a true and accurate copy of which is attached as **Exhibit B**, is the product of informed, arm's-length negotiations. The parties mediated on June 6, 2024 with Jeffrey Owensby of Judicate West. The case did not resolve at that mediation. After class certification and further evaluation of the merits, damages, and risks, the parties mediated again on May 22, 2025 with Judge Judy Hersher (Ret.) of Judicate West. The settlement was reached only after further post-mediation negotiations and continued involvement by Judge Hersher.

10. Plaintiffs Omar De Los Santos and Luis Figueroa both attended and participated in both full-day mediations. Their participation assisted counsel in evaluating the facts, risks, settlement positions, and resolution of the case.

11. The Court initially heard Plaintiffs' motion for preliminary approval on February 18, 2026 and denied it without prejudice. The Court requested additional evidence supporting the requested attorneys' fees, settlement administration costs, and inclusion of the Ines expert report.

12. Plaintiffs then filed an amended preliminary approval motion with additional lodestar information, a detailed summary of work performed, settlement administration cost information, and attached the Ines expert report.

13. The Court granted preliminary approval on March 4, 2026, appointed Rust Consulting, Inc. as Settlement Administrator, found the settlement within the range of reasonableness, and found that the settlement was negotiated at arm's length and was the product of

serious, informed, and non-collusive negotiations. For the Court's convenience, attached as **Exhibit C** is a true and correct copy of the Court's March 4, 2026 preliminary approval order.

14. The settlement establishes a \$300,000 Gross Settlement Amount. The settlement is non-reversionary. No portion of the Gross Settlement Amount will revert to Defendants.

15. Plaintiffs request approval of attorneys' fees of \$105,000, litigation costs not to exceed \$25,000, settlement administration costs payable from the settlement fund not to exceed \$10,000, service awards of \$9,000 each for the two named Plaintiffs, and a \$30,000 PAGA allocation.

16. The PAGA allocation provides \$22,500 to the LWDA and \$7,500 to PAGA Group Members. These PAGA amounts are paid from the Gross Settlement Amount and are not reduced by attorneys' fees or litigation costs.

17. If the Court approves the requested deductions, the Net Settlement Fund for class member payments will be \$112,000 (plus an additional \$279.74 due to lower costs), calculated as follows: \$300,000 Gross Settlement Amount, less \$105,000 in attorneys' fees, \$25,000 in litigation costs, \$18,000 in service awards, \$10,000 in settlement administration costs payable from the fund, \$22,500 to the LWDA, and \$7,500 to PAGA Group Members.

18. The PAGA allocation of \$30,000 represents approximately 70.5% of the estimated maximum PAGA exposure of \$42,525 calculated by expert Ines. The PAGA allocation is separate from the class recovery and provides the LWDA and PAGA Group Members their respective shares under the pre-2024 PAGA allocation applicable to this case. This case was filed in 2021, and the PAGA notice was submitted before June 19, 2024. Accordingly, the 2024 amendments to Labor Code section 2699 do not alter the allocation used in the Settlement Agreement.

19. The Net Settlement Fund will be distributed automatically and without a claims process on a pro rata basis based on workweeks worked during the Class Period.

20. Rust Consulting, Inc. estimates total settlement administration costs of \$11,275. The settlement permits payment of up to \$10,000 from the Gross Settlement Amount for settlement administration. Class Counsel will pay the \$1,275 amount above the \$10,000 cap, and that excess will not reduce the Net Settlement Fund or any Class Member's recovery.

21. Attached as **Exhibit D** is a true and accurate copy of the Rust Consulting, Inc. declaration describing the notice process, mailing results, address updating, re-mailing efforts, objections, disputes, exclusions, and administration costs of \$11,275. Plaintiffs rely on the Rust declaration for the detailed settlement administration facts.

22. Based on the Rust declaration and communications regarding settlement administration, no Class Member objected, no Class Member disputed workweek or employment information, and no Class Member remains excluded from the settlement. Rust received one exclusion request but that Class Member later requested to be included in the settlement, Plaintiffs agreed, Defendants did not object, and the exclusion was rescinded.

23. My firm's total litigation costs as of the preliminary approval motion were \$24,720.26. As of this final approval motion, my firm seeks reimbursement of \$24,720.26, which does not exceed the \$25,000 cost cap. Attached as **Exhibit E** is a true and accurate copy of the expense summary for this case. This additional \$279.74 which is the difference between the cost cap and actual costs will revert and augment the \$112,000 Net Settlement Fund for class member payments.

24. The work performed by Venardi Zurada LLP over more than four years, and continuing through final approval, included pre-litigation investigation and legal research; preparation and filing of the PAGA notice; drafting, filing, and amending pleadings; case management conferences and trial-setting conferences; propounding comprehensive written discovery to four entity defendants and two individual defendants; negotiating and executing a stipulated protective order; reviewing and analyzing Defendants' discovery responses and employment-record production; retaining and working with an economist to analyze about 8,752 pages of employment records; conducting videotaped depositions of individual Defendants Manraj Kahlon and Udhayraj Kahlon; drafting and prevailing on a contested motion for class certification; preparing reply and supplemental reply briefing; coordinating Spanish-language client communications; preparing client declarations; participating in two full-day mediations; conducting post-mediation settlement negotiations; drafting and negotiating the Settlement Agreement; preparing preliminary approval papers; addressing the Court's preliminary approval concerns;

coordinating settlement administration; monitoring the notice process; addressing the rescinded exclusion request; submitting PAGA materials to the LWDA; and preparing the final approval papers.

25. As of preliminary approval, my firm had expended 370 attorney hours and 105 paralegal/staff hours.

26. The attorney and staff time by phase through preliminary approval was as follows: Pre-Litigation and Initial Pleadings, 50 attorney hours and 15 paralegal hours; Amended Pleadings and Case Management, 20 attorney hours and 20 paralegal hours; Investigation and Research, 15 attorney hours; Discovery and Meet-and-Confer, 75 attorney hours and 15 paralegal hours; Expert Retention and Analysis, 10 attorney hours; Depositions, 40 attorney hours and 10 paralegal hours; Class Certification Motion, 40 attorney hours and 10 paralegal hours; Trial Continuances and Case Management, 10 attorney hours and 10 paralegal hours; Mediations and Settlement Negotiations, 50 attorney hours and 10 paralegal hours; and Settlement Documentation and Preliminary Approval, 60 attorney hours and 15 paralegal hours. Attached as **Exhibit F** is a true and correct copy of a detailed breakdown of the hours spent by individuals within my law firm at different stages of case up to the time of the preliminary approval.

27. The lodestar calculated in support of preliminary approval was \$180,375, based on 185 hours for me at \$600 per hour, totaling \$111,000, and 185 hours for other attorneys at a blended rate of \$375 per hour, totaling \$69,375.

28. The preliminary approval lodestar calculation identified 105 hours of paralegal/staff time but did not assign a separate dollar value to that time; the \$180,375 lodestar was calculated using only 370 attorney hours.

29. Since preliminary approval, my firm has performed and will continue to perform additional work necessary to complete final approval and settlement administration, including communications with Rust Consulting, Inc., review of administration issues, communications with defense counsel regarding administration and the rescinded exclusion request, preparation of the motion for final approval and supporting papers, preparation and submission of LWDA materials, and preparation for and attendance at the final approval hearing.

30. I estimate this final-approval and administration work has added or will add approximately 15 attorney hours. At my \$600 hourly rate, that additional time adds approximately \$9,000 to the lodestar, bringing the attorney lodestar to approximately \$189,375, still excluding paralegal/staff time.

31. The requested attorneys' fee of \$105,000 is 35% of the \$300,000 Gross Settlement Amount and is approximately \$84,375 less than the updated approximate lodestar of \$189,375. In other words, the requested fee is approximately 44.6% below the updated lodestar, before considering the 105 hours of paralegal/staff time.

32. My firm does not seek any attorneys' fees beyond the \$105,000 requested in this motion.

33. The requested fee is reasonable in my judgment because it is substantially below counsel's lodestar, reflects the contingent risk undertaken by counsel, accounts for more than four years of litigation, includes final-approval and settlement-administration work, and compensates counsel for securing a non-reversionary \$300,000 settlement that provides automatic payments without a claims process.

34. If the Court approves less than the requested attorneys' fees or litigation costs, the unapproved amount will remain in the settlement fund and be distributed to Settlement Class Members rather than reverting to Defendants.

35. Named Plaintiffs Omar De Los Santos and Luis Figueroa assisted counsel throughout the case. They provided factual information, communicated with counsel, assisted with investigation and discovery, supported class certification through declarations, participated in two full-day mediations, and remained willing to testify and proceed to trial if necessary. Plaintiffs' participation was particularly important because this case involved agricultural workers, including migrant, Spanish-speaking, seasonal workers, and Plaintiffs were the workers willing to step forward and represent absent class members. My office communicated with Plaintiffs in Spanish as needed. During class certification, my office prepared client declarations, translated and reviewed them with Plaintiffs in Spanish, revised and finalized them after consultation, and

obtained signatures. Plaintiffs undertook practical and reputational risks by serving as named Plaintiffs against current or former agricultural employers in their community and industry.

36. The requested \$9,000 service award for each named Plaintiff is fair and reasonable in light of their participation, the duration of the case, their assistance to counsel, their mediation participation, and the risks they undertook on behalf of absent Class Members. The named Plaintiffs were the only individuals who actually stepped up and were willing to pursue these claims while none of the other Class Members meaningfully cooperated or supported this litigation.

37. Plaintiffs submitted the final approval papers and proposed judgment to the LWDA on August 27, 2026. A true and correct copy of the proof of submission is attached as **Exhibit G**. Plaintiffs will submit the judgment and any order providing for or denying civil penalties to the LWDA within 10 days after entry.

38. In my judgment, the settlement remains fair, reasonable, and adequate in light of the risks, costs, delay, proof issues, collectability concerns, completed notice process, and absence of any remaining exclusions, objections, or disputes.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 27, 2026, in Oakland, California.


Martin Zurada,
Attorney for Plaintiffs and
the Class Members