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Attorneys for Plaintiff Gabriela Contreras, on behalf of herself
and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF TULARE

GABRIELA CONTRERAS, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

ACMPC CALIFORNIA 6, LLC dba
TREESOURCE CITRUS NURSERY, a
California Limited Liability Company;
ACM HUMAN RESOURCES, LLC, an
Oregon Limited Liability Company; and
DOES 1 Through 10, inclusive,

Defendants.

Case No. VCU290391

ASSIGNED FOR ALL PURPOSES TO:

The Honorable David Mathias
Department 1

CLASS ACTION

**DECLARATION OF GABRIELA
CONTRERAS IN SUPPORT OF MOTION
FOR ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 16, 2026

Time: 8:30 a.m.

Dept.: 1

Complaint filed: February 8, 2022

Trial date: Not set

Declaration of Gabriela Contreras in Support of Motion for Order Granting Preliminary
Approval of Settlement - Case No. VCU290391

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I, Gabriela Contreras, declare as follows:

1. I am the Plaintiff and Class Representative in this case. This Declaration is provided in support of the Motion for Preliminary Approval of Class and PAGA Representative Action Settlement and my requested Class Representative Service Payment. I have personal knowledge of, and could testify about, all matters stated in this declaration.

2. Based on my involvement and the issues and risks involved in this case, I believe the proposed settlement obtained on behalf of the Class Members is a good result and should be given approval by the Court.

3. I worked at TreeSource Citrus Nursery ("TreeSource"), in Tulare County, California, as a non-exempt laborer for about twenty years, ending September 13, 2021. My job involved pruning, packing, budding, and sorting fruit, and other nursery tasks. During my employment, the entity listed on my wage statements was ACM Human Resources, LLC ("ACM"). I recorded my time electronically by swiping my badge when clocking in for work, out for lunch, back in from lunch, and out of work at the end of my shift.

4. After leaving TreeSource, I believed I and my coworkers had not been paid properly or received proper meal breaks and I began to look for a lawyer. I contacted, and eventually retained, the Law Offices of Sahag Majarian II and Cohelan Khoury & Singer. During my relationship with these firms, they always ensured a Spanish-speaking legal assistant was on our calls to make sure I understood everything about my case and to assist them in answering all of my questions.

5. My main concerns about my employment were: unpaid wages for time spent waiting in line for and undergoing mandatory temperature tests, which took about ten to fifteen minutes, during a period in 2020 and 2021; my meal breaks being short due to walking and donning and doffing time being included in my thirty-minute break time, and sometimes not being provided meal breaks at all, especially on Saturdays; and the uncomfortable temperature of the nursery, as it was kept very hot. By analyzing my records, my attorneys also found I was sometimes underpaid my overtime wages.

1 6. I am not related to any attorney working on the case and I am not aware of any
2 interests I have that conflict with any class member's interest. Throughout this case, I have been
3 and remain committed to prosecuting this case vigorously on behalf of the Class.

4 7. I have not entered into any undisclosed agreements nor have I received any
5 undisclosed compensation in this case. The only compensation I will receive is whatever
6 amount the Court awards as a Service Payment, as well as my share of the settlement fund as a
7 Class member. Considering this case has been going on for over four years, the risks I took, the
8 work I did, the money employees will receive, and the longer time needed to obtain a Class,
9 rather than individual settlement, I believe an award of \$7,500 is reasonable.

10 8. It is hard to determine exactly how much time I spent on this case over the past
11 four-plus years. I estimate I spent an average of 1 hour or more each month, or around 48-55
12 total hours. This time included the times when I: sought out my attorneys and had several calls
13 with them to provide the facts of my case and answer all their questions; confirmed the
14 accuracy of the PAGA letter sent, and complaints filed, on my behalf; assisted my attorneys in
15 answering extensive discovery in arbitration; assisted my attorneys in preparing for mediation;
16 made myself available to answer questions the day of mediation; discussed my case with my
17 attorneys during negotiations which took more than one year and reviewed and signed the
18 Settlement Agreement which Erika translated for me. All the time I spent on the case was time I
19 could not spend with family or friends or on other personal activities.

20 9. As a Named Plaintiff, my decision to bring my case was not taken lightly. I
21 knew I would be a named Plaintiff and that this action is public record, and that anyone with a
22 computer and access to the internet, or even a smartphone, could google my name and find I
23 had filed a class action against my employer. However, I wanted to ensure TreeSource and
24 ACM paid what it owed to its employees.

25 10. I understood that the lawsuit could continue for several years, (which it did), and
26 would require my participation, attention, and determination the entire time. Despite these risks,
27 I decided to serve as a Class Representative because it was the right thing to do and I wanted to
28 help my fellow workers.

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11. Because I stayed in constant contact with my attorneys, I knew mediation had been scheduled. To prepare to mediate, I discussed potential strengths and weaknesses in detail with my attorneys. I believe my thorough knowledge of TreeSource's practices helped my attorneys to evaluate the claims and prepare for mediation. On the day of mediation, I was available by phone. Following mediation, I reviewed and asked questions about the terms of the Settlement, and after talking with my attorneys, reviewed and signed the Settlement Agreement.

12. I am aware of, and consented in writing to, the division of attorneys' fees recovered between my Counsel as follows: 50% to The Law Offices of Sahag Majarian II, and 50% to Cohelan Khoury & Singer.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 3/17/2026, in Tulare County, California.

Signed by:

9FEC38269C0346F...
Gabriela Contreras

SPANISH TRANSLATION

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Yo, Gabriela Contreras, declaro lo siguiente:

1. Soy la demandante y representante del grupo en este caso. Esta declaración se presenta en apoyo de la solicitud de aprobación preliminar del acuerdo de la demanda colectiva y de la acción representativa de PAGA, así como de mi solicitud de pago por los servicios como representante del grupo. Tengo conocimiento personal de todos los asuntos mencionados en esta declaración y puedo testificar sobre ellos.

2. Con base en mi participación y los problemas y riesgos involucrados en este caso, creo que el acuerdo propuesto obtenido en nombre de los Miembros de la Clase es un buen resultado y debe recibir la aprobación del tribunal.

3. Trabajé en TreeSource Citrus Nursery ("TreeSource") en el condado de Tulare, California, como trabajador no exento durante aproximadamente veinte años, hasta el 13 de septiembre de 2021. Mi trabajo consistía en poder, empacar, injertar y clasificar fruta, además de otras tareas propias del vivero. Durante mi empleo, la entidad que figuraba en mis nóminas era ACM Human Resources, LLC ("ACM"). Registraba mi tiempo electrónicamente con mi credencial al fichar al entrar al trabajo, al salir del almuerzo, al volver del almuerzo y al salir del trabajo al final de mi turno.

4. Después de dejar TreeSource, creí que mis compañeros y yo no habíamos recibido el pago adecuado ni los descansos para comer necesarios, así que empecé a buscar un abogado. Contacté, y finalmente contraté, a los despachos de abogados de Sahag Majarian II y Cohelan Khoury & Singer. Durante mi relación con estos despachos, siempre se aseguraron de que un asistente legal hispanohablante estuviera presente en nuestras llamadas para asegurarme de que comprendiera todo sobre mi caso y para que les ayudara a responder a todas mis preguntas.

5. Mis principales preocupaciones sobre mi empleo eran: el impago de salarios por el tiempo que pasé haciendo fila y sometiénome a las pruebas de temperatura obligatorias, que duraban entre diez y quince minutos, durante un período entre 2020 y 2021; la brevedad de mis descansos para comer debido a que el tiempo para caminar y ponerme y retirarme el equipo incluía en mi descanso de treinta minutos, y a veces ni siquiera se me concedían descansos para

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1 comer, especialmente los sábados; y aparte la incómoda temperatura del vivero, ya que se
2 mantenía muy caliente. Al analizar mis registros, mis abogados también descubrieron que a
3 veces me pagaban menos de lo que merecía por mis horas extras.

4 6. No tengo parentesco con ningún abogado que trabajo en este caso y no tengo
5 conocimiento de ningún interés que entre en conflicto con los intereses de ningún miembro de
6 la clase. A lo largo de este caso, he estado y sigo comprometida a llevar este caso con firmeza
7 en nombre de la clase.

8 7. No he participado en ningún acuerdo secreto ni he recibido ninguna
9 compensación no declarada en este caso. La única compensación que recibiré será la cantidad
10 que el Tribunal otorgue como Pago por Servicios, así como mi parte del fondo del acuerdo
11 como miembro del Grupo. Considerando que este caso lleva más de años en curso, los riesgos
12 que asumí, el trabajo que realicé, el dinero que recibirán los empleados y el mayor tiempo
13 necesario para obtener un acuerdo colectivo, en lugar de un acuerdo individual, considero
14 razonable una indemnización de \$7,500.00.

15 8. Es difícil determinar con exactitud cuánto tiempo dediqué a este caso durante
16 los últimos cuatro años. Calculo que dediqué un promedio de una hora o más al mes, o entre 48
17 y 55 horas en total. Este tiempo incluyó las ocasiones en que: busqué a mis abogados y tuve
18 varias llamadas con ellos para explicarles los hechos de mi caso y responder a todas sus
19 preguntas; confirmé la exactitud de la carta PAGA enviada y las quejas presentadas en mi
20 nombre; ayudé a mis abogados a responder a un extenso descubrimiento de pruebas en el
21 arbitraje; ayudé a mis abogados prepararse para la mediación; estuve disponible para la
22 mediación; discutí mi caso con mis abogados durante las negociaciones que duraron más de un
23 año y revisé y firmé el Acuerdo de Transacción que Erika tradujo para mí. Todo el tiempo que
24 dediqué al caso fue tiempo que no pude dedicar a mi familia, amigos ni otras actividades
25 personales.

26 9. Como demandante individual, mi decisión de presentar mi caso no fue una
27 decisión fácil. Entiendo que ser demandante en esta acción es de dominio público, y que
28 cualquier persona con una computadora y acceso a internet, o incluso un teléfono inteligente,

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podría buscar mi nombre en Google y descubrir que he presentado una demanda colectiva contra mi empleador. Sin embargo, quería asegurarme de que TreeSource y ACM pagaran lo que debían a sus empleados.

10. Gracias a mi constante comunicación con mis abogados, supe que se había programado una mediación. Para prepararme, analicé detalladamente con ellos mis posibles fortalezas y debilidades, creo que mi profundo conocimiento de las prácticas de TreeSource les ayudó a evaluar reclamaciones para prepararse para la mediación. El día de la mediación, revisé e hice preguntas sobre los términos del Acuerdo y, tras hablar con mis abogados, revisé y firmé el Acuerdo.

11. Tengo conocimiento y doy mi consentimiento por escrito para la división de los honorarios de abogados recuperados entre mis abogados de la siguiente manera: 50% para The Law Offices of Sahag Majarian II y 50% para Cohelan Khoury & Singer.

Declaro bajo pena de perjurio, de conformidad con las leyes del Estado de California, que lo anterior es cierto y correcto. Firmado el 3/16/2026, en el condado de Tulare, California.

Signed by:
Gabriela Contreras
9FEC38289C0340F...
Gabriela Contreras