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Attorneys for Plaintiff Misael Suarez

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

MISAEAL SUAREZ, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

AL PAK LABOR, INC., a California
corporation; ASA FARMS INCORPORATED,
a California corporation; BRAGA FRESH
FOODS, LLC, a California limited liability
company; BRAGA FRESH FAMILY FARMS,
INC., a California corporation; BRAGA
RANCH, INC., a California corporation;
VALLEY FARM APPLICATIONS, a
California corporation; SEBASTIAN
HARVESTING, a California corporation; and
DOES 1 to 10, inclusive,

Defendants.

Case No. 22CV000704

Assigned to the Hon. Thomas W. Wills

**~~PROPOSED~~ ORDER APPROVING THE
PARTIES' AMENDED PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: October 24, 2025
Time: 8:30 a.m.
Place: Department 15

Complaint Filed: March 11, 2022
Trial Date: None Set

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 10/24/2025
By Deputy: Conder, Perla

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1 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendant.

5 8. The Court approves the gross settlement amount of \$1,000,000. After deducting the
6 approved amounts for attorneys' fees and costs, service awards, and settlement administration costs, the
7 net settlement amount of \$617,618.02 will be allocated as follows: Seventy-Five Percent (75%), or
8 approximately \$463,213.52, shall be paid to the California Labor and Workforce Development Agency,
9 and the remaining Twenty-Five Percent (25%), or approximately \$154,404.50, shall be paid to
10 Aggrieved Employees.

11 9. The Court hereby awards \$333,333 in attorneys' fees and \$28,098.98 costs to Plaintiffs'
12 Counsel, Capstone Law APC, Bradley Grombacher LLP and Majarian Law Group APC. The award of
13 attorneys' fees and costs will be divided as follows: (a) \$166,666.50 in attorneys' fees and \$12,006.53 in
14 litigation costs to Capstone Law APC; and (b) \$166,666.50 in attorneys' fees and \$16,092.45 in litigation
15 costs to Bradley Grombacher LLP and Majarian Law Group APC.

16 10. The Court approves General Release Payments of \$5,000, each, to Jose Felipe Chavez
17 Alcantar and Misael Suarez.

18 11. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and
19 approves settlement administration costs of \$10,950.

20 12. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
21 completion of settlement administration activities no later than June 16, 2026, as well as an amended
22 judgment regarding the distribution of unclaimed residuals to the cy pres beneficiary, Rancho Cielo. The
23 Court sets a compliance hearing for June 23, 2025 9 a.m., at which time the Court will consider
24 evidence that the distribution process is complete and that a final accounting may be approved.

25 13. This Judgment shall be binding on all Aggrieved Employees and the State of California,
26 who are hereby barred by the doctrine of res judicata from re-litigating the Released Claims during the
27 PAGA Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
28 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee

1 under PAGA is binding not only on the named employee plaintiff but also on state labor law
2 enforcement agencies and any aggrieved employee not a party to the proceeding).

3 14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
4 and continuing jurisdiction under California Code of Civil Procedure section 664.6, over the above-
5 captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

6 15. This document shall constitute a judgment under California Code of Civil Procedure
7 section 664.6.

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9 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

10 Date October 24, 2025


11 Hon. Thomas W. Wills
12 Monterey County Superior Court Judge
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