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individually and on behalf of similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

ARMANDO CERVANTES MARTINEZ,
individually and on behalf of similarly
situated employees,

Plaintiff,

v.

PORTERVILLE CITRUS, INC., a
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

CASE NO.: PCU318066

CLASS ACTION

*[Assigned for all purposes to Hon. Russel
Burke, Dept. 19]*

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: September 15, 2026
Hearing Time: 8:30 a.m.
Dept.:19

TO THE COURT AND DEFENDANTS AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 15, 2026, at 8:30 a.m. in Department 19, located at Superior Court of California, County of Tulare, South County Justice Center, 300 East Olive Avenue, Porterville, CA 93274, Plaintiff Armando Cervantes Martinez (“Plaintiff”), individually and on behalf of all persons similarly situated, will and hereby moves this Court pursuant to California Code of Civil Procedure § 382 and California Rule of Court 3.769, for an order as follows:

1. Granting preliminary approval of the proposed settlement;
2. Appointing APEX Class Action Administrators as the Settlement Administrator;
3. Conditionally certifying the class for settlement purposes only;
4. Approving the proposed Notice of Settlement as to form and content, and directing that it be distributed to the Class Members pursuant to the terms of the Settlement; and
5. Scheduling a Final Approval Hearing.

This Notice of Motion and Motion is based on the fact that this is a fair and reasonable settlement that benefits the class and was the product of informed, non-collusive negotiations by the parties who were represented by experienced and able counsel. (*See Dunk v. Ford Motor Co. (1996) 48 Cal. App. 4th 1794, 1802; Manual for Complex Litigation (2nd Ed. 1985) § 30.44.*) The proposed settlement meets the legal standard for preliminary approval and is in the best interests of the class; the proposed Class Notice explains the settlement terms in a clear and straightforward manner; the proposed procedures for notice provide the best practical notice to the class; and class members will have an opportunity to participate in and/or object to the settlement and/or opt-out of the settlement.

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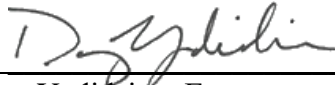
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1 This Motion is based on this Notice, the attached Memorandum of Points and Authorities;
2 declarations and the exhibits attached thereto, the pleadings and other papers filed in this action, and on
3 any further oral or documentary evidence or argument presented at the time of hearing.
4

5 Respectfully Submitted,

6 DATED: August 06, 2026

LABOR LAW PC

7 By: 

8 Danny Yadidsion, Esq.

9 Paige Taylor, Esq.

Attorneys for Plaintiff

10 **ARMANDO CERVANTES MARTINEZ,**
11 individually and on behalf of similarly situated
12 employees
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This Motion for Preliminary Approval of Class Action and PAGA Settlement seeks provisional certification of a settlement class (the “Settlement Class”) of current and former hourly-paid, non-exempt employees of Porterville Citrus, Inc., (“Defendant”). The Settlement resolves allegations of California wage and hour law violations, including failure to pay wages, failure to provide compliant meal and rest breaks, and failure to issue accurate wage statements. The settlement was reached following extensive investigation, discovery, and arms-length negotiations during mediation facilitated by a professional mediator.

The main elements of the Agreement, as memorialized in the Parties’ Class Action and PAGA Settlement Agreement (Declaration of Danny Yadidsion, Exhibit 1), hereinafter referred to as “Yadidsion Decl.”, Exhibit 1) are:

1. Defendant will pay up to a maximum of \$320,000.00 (“**Gross Settlement Amount**” or “**GSA**”), on a non-reversionary common fund basis to the Class.

2. The GSA includes administration fees and costs (estimated not to exceed \$15,000.00), attorney’s fees to Class Counsel herein (Class Counsel will seek attorney’s fees of no more than 35% of the GSA, or up to \$112,000.00), and litigation costs (Class Counsel will seek costs in an amount not to exceed \$22,000.00); Service Award to Plaintiff, which Plaintiff will seek not more than \$10,000.00 and PAGA Payment, totaling \$50,000.00, of which 65% will be paid to the California Labor & Workforce Development Agency (“**LWDA**”), and 35% will be distributed *pro rata* to the Aggrieved Employees.

3. The “**Settlement Class**” consists of all current and former hourly-paid, non-exempt employees employed by Defendant in California at any time from February 13, 2021, the date of Preliminary Approval.

4. The “**Class Period**” is defined as the period four years prior to the filing of the complaint, February 13, 2021, through the date of Preliminary Approval.

5. The “**Aggrieved Employees**” include all persons employed in a non-exempt position by Defendant in California at any time during the PAGA Period.

1 6. The “**PAGA Period**” shall be from February 13, 2024, through the date of
2 Preliminary Approval.

3 7. Net Settlement Amount (“**NSA**”) is the portion of the GSA that remains after
4 deduction of Settlement Administration Costs, Attorneys’ Fees and Costs, Plaintiff’s Service Award, and
5 the PAGA Payment. This NSA will be distributed to Participating Settlement Class Members who do not
6 exclude themselves.

7 8. Settlement payments will be allocated as follows: 20% as unpaid wages, subject to
8 tax withholdings and reported on IRS Form W-2, 80% as penalties and interest, not subject to payroll tax
9 withholdings, reported on IRS Form 1099.

10 9. Individual PAGA Payments to Aggrieved Employees will be calculated and
11 distributed on a *pro rata* basis based on the number of Compensable Workweeks worked during the PAGA
12 Period. For these reasons, Plaintiff respectfully requests that the Court grant preliminary approval of the
13 Settlement, approve the class notice, appoint APEX Class Action Administrators as the settlement
14 administrator, and set a date for the Final Approval Hearing.

15 **II. STATEMENT OF RELEVANT FACTS**

16 **A. Procedural History**

17 On February 13, 2025, Plaintiff filed this putative class action complaint alleging wage and hour
18 causes of action against Defendant for violations of California Labor Code (the “Action”).

19 Plaintiff subsequently filed a letter with the California Labor Workforce & Development Agency
20 (“LWDA”) pursuant to the Private Attorneys General Act (“PAGA”), notifying the agency and Defendant
21 of the alleged Labor Code violations and Plaintiff’s intent to seek civil penalties on behalf of the State of
22 California and other aggrieved employees.

23 On April 23, 2025, Plaintiff filed a First Amended Complaint (“FAC”) to add a PAGA cause of
24 action, asserting claims for civil penalties on behalf of similarly aggrieved employees.

25 On October 24, 2025, the Parties participated in a full-day, arms-length mediation before mediator
26 Honorable David R. Lampe, during which they reached a settlement in principle.

27 The terms of the settlement were later formalized in a Class Action and PAGA Settlement
28 Agreement, executed on July 7, 2026.

For these reasons, Plaintiff respectfully requests that the Court grant preliminary approval of the Settlement, approve the class notice, appoint the settlement administrator, and set a date for the Final Approval Hearing.

B. Statement of the Claims

Plaintiff contends that during the Class Period and the PAGA Period, Defendant violated California wage and hour laws. Specifically, Plaintiff alleges that Defendant failed to pay Plaintiff and other hourly, non-exempt employees all wages owed, including minimum wages and overtime wages, failed to provide legally compliant meal and rest periods or pay required premiums, failed to reimburse necessary business expenses, failed to furnish timely and accurate itemized wage statements, and failed to pay all compensation due during employment and upon discharge. Plaintiff further alleges that Defendant violated California's Business and Professions Code section 17200 based on the underlying Labor Code violations alleged in the FAC.

C. Discovery and Investigation

Both before and after the filing of this complaint, Class Counsel conducted thorough investigation: researching the applicable wage-and-hour law, interviewing Plaintiff regarding Defendant's policies and practices, and reviewing payroll data, timekeeping records, wage statements, and meal-and-rest period policies via formal and informal discovery. Armed with these records, the Parties participated in a full-day, arms'-length mediation before Honorable David R. Lampe (Ret.), an experienced and neutral mediator, and reached the proposed Settlement. The investigation, discovery, and mediation are further detailed in the Yadidsion Declaration.

III. SUMMARY OF THE AGREEMENT

A. The Consideration

The Settlement provides for the following payments to be made from this common fund:

Gross Settlement Amount	\$320,000.00
Class Counsel's Fees	- \$112,000.00
Class Counsel's Costs	- \$22,000.00
Class Representative Service Award to Plaintiff	- \$10,000.00
Settlement Administration Cost	- \$15,000.00

PAGA Payment - \$50,000.00

Net Settlement Amount (“NSA”) \$ 111,000.00

B. Individual Settlement Calculations

As set forth in the Settlement Agreement, the Individual Settlement Awards to Participating Class Members consist of two components: (1) Individual Class Payments from the Net Settlement Amount, and (2) Individual PAGA Payments from 35% of the PAGA allocation. Both are calculated on a *pro rata* basis based on the number of Compensable Workweeks worked by each Participating Class Member during the relevant period.

1. Individual Class Payments

The Settlement Administrator will determine the Net Settlement Amount by deducting the Class Counsel Fees and Costs, the Class Representative’s Service Award, the PAGA Payment, and the Settlement Administration Costs from the Gross Settlement Amount. The Settlement Administrator will distribute the Individual Class Payments to the Participating Class Members from the Net Settlement Amount. The Administrator will then calculate each Participating Class Member’s Individual Class Payment by the procedure specified in the agreement.

2. Individual PAGA Payments

The Settlement Administrator will calculate each eligible employee’s Individual PAGA Payment by dividing the 35% portion of the PAGA Payment to be distributed to those individuals, i.e. \$17,500.00), by the total number of PAGA Pay Periods worked by all of the PAGA-Eligible Employees during the PAGA Period to derive the per-workweek value of the Individual PAGA Payments, and then multiplying that sum by the number of PAGA Pay Periods worked by each such employee during the PAGA Period.

Pursuant to the terms of the Settlement, Individual Settlement Awards will be apportioned for tax purposes in accordance with applicable law. Specifically, twenty percent (20%) of each Participating Class Member’s Individual Class Payment shall be allocated as alleged unpaid wages and will be subject to standard payroll tax withholdings. The remaining eighty percent (80%) of each Individual Class Payment shall be allocated as alleged penalties and interest and will not be subject to tax withholdings. The Settlement Administrator will issue an IRS Form W-2 for the wage portion of each Individual Class

1 Payment and an IRS Form 1099 for the non-wage portion. Additionally, the entirety of each Participating
2 Class Member's Individual PAGA Payment shall be classified as non-wage compensation consisting of
3 civil penalties and/or interest and will likewise not be subject to payroll tax withholdings. The Settlement
4 Administrator will issue an IRS Form 1099 for each such PAGA Payment. This allocation is consistent
5 with prevailing tax authority and customary practice in wage-and-hour class action settlements.

6 The Gross Settlement Amount is intended to fully resolve, satisfy, and extinguish all monetary
7 obligations of Defendant arising from or related to the claims asserted in this Action by Class Members.
8 Notwithstanding the foregoing, Defendant shall remain solely responsible for the employer's share of
9 payroll taxes attributable to the portion of Individual Settlement Awards allocated as wages. Such payroll
10 taxes shall be calculated by the Settlement Administrator and paid by Defendant in addition to the Gross
11 Settlement Amount. Following Defendant's timely funding of the Gross Settlement Amount and the
12 employer's portion of payroll taxes on the wage components of the Individual Settlement Awards,
13 Defendant shall have no further financial, legal, or equitable obligation of any kind in connection with
14 any claim released by Class Members or otherwise covered by the Settlement. This includes, but is not
15 limited to, any claim asserted or assertable by any individual, group, or entity, whether administrative,
16 governmental, or private, in any jurisdiction

17 **C. Release of Claims**

18 Upon final approval, Participating Class Members will release the claims pleaded in, or that
19 reasonably could have been pleaded based on the facts alleged in the operative Complaint and the PAGA
20 Notice (the Class Released Claims); all Aggrieved Employees will release the PAGA Released Claims
21 arising during the PAGA Period; and the Named Plaintiff will provide an individual general release,
22 including a waiver under Civil Code Section 1542. The complete release language is set forth in the
23 Settlement Agreement.

24 **D. Notice Program**

25 Within fourteen (14) days after preliminary approval, Defendant will provide the Class Data to the
26 Settlement Administrator, who will mail the court-approved Class Notice by first-class U.S. mail within
27 thirty (30) calendar days and will perform skip-tracing and re-mailing for any notice returned as
28 undeliverable. The Class Notice advises Class Members of their right to dispute their Compensable

1 Workweeks, to object to, or request exclusion on or before the Response Deadline. The complete details
2 of the notice, dispute, objection, and exclusion procedures are set forth in the Yadidsion Declaration, the
3 Settlement Agreement, and the Class Notice.

4 **IV. PRELIMINARY SETTLEMENT APPROVAL**

5 Settlement is strongly favored as a matter of public policy, particularly in complex class actions
6 (*See Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982). A class settlement is
7 reviewed in two steps: preliminary approval, followed by final approval after notice to the class. At
8 preliminary approval, the Court makes a conditional fairness evaluation and directs notice if the settlement
9 falls within the range of possible final approval (*Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802
10 (1996)). In short, the Court need find only that the settlement falls within the range of possible final
11 approval, also described as the “reasonable range.” (*See, e.g., North County Contractor's Assn. v.*
12 *Touchstone Ins. Services*. (1994) 27 Cal. App. 4th 1085.) Trial courts have broad discretion to determine
13 whether a class action settlement is fair. (*See Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
14 116, 128.) The trial court must exercise its discretion through the application of several well-recognized
15 factors when deciding whether a class action settlement is fair. (*See Clark v. American Residential*
16 *Services, LLC* (2009) 175 Cal. App. 4th 785, 799.) The list of factors, which “is not exhaustive and should
17 be tailored to each case,” includes “the strength of Plaintiff’s case, the risk, expense, complexity and likely
18 duration of further litigation, the risk of maintaining class action status through trial, the amount offered
19 in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views
20 of counsel, the presence of a governmental participant, and the reaction of the class members to the
21 proposed settlement.” (*Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 581; *Kullar*, 168 Cal.App.4th
22 at p. 128, quoting *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) The most important factor
23 the trial court should consider in determining whether to approve a class action settlement is the strength
24 of the case for plaintiff on the merits, balanced against the amount offered in settlement. (*See, e.g., Munoz*
25 *v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399, 408; *Kullar*, 168 Cal. App.
26 4th 116 at p. 130.) In sum, at the preliminary approval stage, the trial court must determine that the
27 settlement was not the product of fraud, overreaching or collusion, and that the settlement is fair,
28 reasonable and adequate. (*Nordstrom*, 186 Cal.App.4th. at p. 581.) In order to elicit the class members’

1 “reaction ... to the proposed settlement,” they must first receive notice of the proposed resolution. The
2 preliminary approval process allows that to happen.

3 **A. The Settlement Agreement Resulted from Arm’s-Length Negotiations**

4 The presumption is that a proposed settlement is fair and reasonable when it is the result of arm’s-
5 length negotiations. (*See Williams v. Vukovich*, 720 F.2d 909, 922-923 (6th Cir.1983) (“The court should
6 defer to the judgment of experienced counsel who has competently evaluated the strength of his proofs.”);
7 *see also 4 Rubenstein, et al., Newberg on Class Actions* (5th Ed. 2016) §11.41.)

8 The proposed Settlement is the product of arm's-length negotiations, conducted with the assistance
9 of an experienced neutral mediator, after the Parties exchanged substantial information and documents.
10 Plaintiff believes the claims are meritorious but recognizes genuine risk at certification, trial, and on
11 appeal, and that liability is vigorously contested, as Defendant denies any violation and maintains that it
12 complied with all wage-and-hour laws. Balancing the strength of the claims against those risks and the
13 cost and delay of continued litigation, the Parties agreed to the proposed Settlement.

14 Here, in preparation for mediation, Plaintiff calculated Defendant’s liability to Class Members to
15 be in excess of the settlement amount. Plaintiff’ valuation assumed that Plaintiff: (1) prevailed in certifying
16 the case and (2) prevailed in establishing liability on the merits.

17 The realistic range of outcomes for this litigation was significantly discounted due to the present
18 state of the law regarding the claims brought in the Action, Defendant’s defenses for each claim, and the
19 likelihood of prevailing on a class certification motion as well as trial and any appeals.

20 **1. Kullar v. Foot Locker Analysis**

21 To allow this Court to make an informed assessment pursuant to *Kullar v. Foot Locker Retail, Inc.*
22 (2008) 168 Cal.App.4th 116, Plaintiff’s Counsel provides the following assessment of the case and
23 settlement. Plaintiff’s Counsel believes the settlement is a very good one for the class members. In this
24 case, Plaintiff sought unpaid wages and statutory penalties as well as equitable remedies such as
25 restitution. In advance of mediation, Plaintiff reviewed all relevant facts and legal authority, and in
26 collaboration with their expert, prepared a damages model for the claims in this action. The estimated
27 maximum exposure for each principal category of claims is summarized in the table below and is discussed
28 in further detail in the Yadidsion Declaration.

Category of Claim	Estimated Maximum Exposure
Meal and rest period premiums	\$1,105,950.00
Unpaid minimum and overtime	\$1,298,720.00
Waiting-time penalties	\$594,971.00
Wage-statement penalties	\$1,440,000.00
Unreimbursed business expenses	\$390,575.00
PAGA civil penalties	\$1,085,900.00
Total estimated maximum exposure (exclusive of interest)	\$5,916,116.00

The proposed \$320,000.00 non-reversionary common fund represents approximately 5.41% of the estimated maximum exposure. This is well within the range courts routinely approve, particularly in light of the litigation risks discussed below. (See *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), *aff'd*, 899 F.2d 21 (11th Cir. 1990); *Ma v. Covidien Holding, Inc.*, 2014 WL 360196, at *5 (C.D. Cal. Jan. 31, 2014); *In re Toys R Us-Delaware, Inc.*, 295 F.R.D. 438, 453 (C.D. Cal. 2014).)

2. Risks of Litigation Which Necessitated Settlement Discounts

In arriving at the settlement value, Class Counsel discounted the maximum exposure to account for substantial litigation risk. Certification of meal, rest, and off-the-clock claims is far from assured, as such claims frequently turn on individualized inquiries. (See *Brinker Rest. Corp. v. Superior Court*, 53 Cal.4th 1004, 1051—52 (2012); *Washington v. Joe's Crab Shack*, 271 F.R.D. 629 (N.D. Cal. 2010).)

The derivative penalty claims carry added risk. Waiting-time and wage-statement penalties require proof of willful or knowing and intentional conduct, which a good-faith dispute defeats, and liquidated damages may be denied where the employer acted in good faith. (See 8 C.C.R. § 13520; *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056, 1087 (2024); *Troester v. Starbucks Corp.*, 387 F.Supp.3d 1019, 1030 (C.D. Cal. 2019); Lab. Code § 1194.2(b).) Weighed against the delay, expense, and uncertainty of trial and appeal, the discounts reflected in the Settlement are reasonable.

B. The Agreement Has No Obvious Deficiencies

The Settlement has no obvious deficiencies. It affords no preferential treatment: the Named

1 Plaintiff's recovery is calculated on the same pro rata basis as every other Participating Class Member,
2 apart from a Court-approved service award. Any award of attorneys' fees and costs is capped, subject to
3 Court approval, and any amount not awarded reverts to the Net Settlement Amount for distribution to the
4 Class. Each Class Member may object to the requested fees and costs.

5 **C. The Class Representative's Payment, Class Counsel Fees Payment, and Class**
6 **Counsel Litigation Expenses Payment**

7 **1. The Enhancement Award Requested by Plaintiff Is Reasonable**

8 In recognition of their time and effort prosecuting this action, Plaintiff will request a Class
9 Representative Service Award of \$10,000.00, which Defendant has agreed not to oppose. The award is
10 modest, consistent with awards routinely approved by this Court, and represents a small fraction of the
11 Gross Settlement Amount. The facts supporting the award are set forth in the Declaration of Plaintiff
12 Armando Cervantes Martinez ("Martinez Decl.").

13 **2. The Fees and Costs Requested by Class Counsel Are Reasonable**

14 As for the fees to be awarded to Class Counsel, California Rules of Court, Rule 3.769 (b) provides,
15 in pertinent part:

16 Any agreement, express or implied, that has been entered into with respect to the
17 payment of attorney's fees ... must be set forth in full in any application for the ...
18 settlement of an action that has been certified as a class action.

19 The proposed Class Notice provides Class Members with information as to the amount of
20 attorneys' fees and litigation-expense reimbursement that will be sought in this matter. Although Class
21 Counsel will provide further argument when they file their motion for the award of fees and expenses in
22 connection with the Final Approval Hearing, the following is a brief statement of the law concerning the
23 same.

24 The Agreement provides for Class Counsel to apply to the Court for an award of fees in the
25 maximum amount of 35% of the Gross Settlement Fund, or \$112,000.00, plus reimbursement of their
26 litigation expenses in an amount not to exceed \$22,000.00. This percentage award is commensurate with
27 (1) the risk Class Counsel took in commencing this action, (2) the time, effort and expense dedicated to
28 the case, (3) the skill and determination they have shown, (4) the results they have achieved throughout

1 the litigation, (5) the value of the Agreement which they have achieved for Class Members, and (6) the
2 other cases they have turned down in order to devote their time and efforts to this matter.

3 California encourages attorneys to take the risks of time and money necessary to vindicate the
4 public interest. To fulfill this policy, California law provides that attorneys' fees awards should be
5 equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred.
6 (*See Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19.) Accordingly, Class Counsel's request is
7 based on marketplace standards. In *Lealao*, the First Appellate District held that when an action leads to
8 a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure
9 that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable
10 litigation." (*Id.* at 50.)

11 The governing principles, as well as a survey of attorneys' fees jurisprudence (both in California
12 and throughout the country), are set out in *Lealao*. As *Lealao* notes, trial courts have "wide latitude" in
13 assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest
14 abuse of discretion." (82 Cal. App. 4th at 41.) Indeed, it is long settled that the "experienced trial judge
15 is the best judge of the value of professional services rendered in his court" (*Ketchum v. Moses* (2001)
16 24 Cal.4th 1122, 1132.) As the court in *Lealao* explained, in determining an attorney fee request, courts
17 should strive to award fees equivalent to those "freely negotiated in the legal marketplace in comparable
18 litigation." (82 Cal.App.4th at 50.) "If courts were to ask what fee structure an informed, sophisticated
19 client would use to compensate his attorney when close monitoring is not feasible, they would at least
20 have focused on the correct question." (*Id.* at 48.) As *Lealao* recognizes, fee awards that are too small
21 will "chill the private enforcement essential to the vindication of many legal rights and obstruct the
22 representative actions that often relieve the courts of the need to separately adjudicate numerous claims."
23 (*Id.* at 53.) Finally, an attorneys' fees motion should not turn into "a second major litigation." (*Id.* at 31
24 (citing *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983).)

25 As in many cases of this type, Class Counsel seek a fee award for their successful prosecution and
26 resolution of this action, calculated as a percentage of the total value of benefits afforded the Class
27 Members by the Agreement. (*See Serrano v. Priest* (1977) 20 Cal.3d 25, 49 (*Serrano III*); *Boeing Co. v.*
28 *Van Gemert*, 444 U.S. 472, 478 (1980); *see also Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th

1 Cir. 1977).) The purpose of this equitable doctrine is not only to avoid unjust enrichment of counsel, but
2 also to spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does
3 not bear the entire burden alone. (*See Vincent*, 557 F.2d at 769.) Where the amount of a settlement is a
4 “certain easily calculable sum of money,” California courts may calculate attorney fees as a reasonable
5 percentage of the settlement created. (Weil & Brown, *California Practice Guide: Civil Procedure Before*
6 *Trial* § 14:145; *see also Dunk*, 48 Cal.App.4th at 1808.)

7 **D. Claims Administration**

8 Plaintiff seeks the appointment of APEX Class Action Administrators ("APEX") as the Settlement
9 Administrator. APEX is a well-established class action administration company that has served as
10 administrator in hundreds of wage and hour cases throughout the country. (*See* APEX Class Action
11 Administrators (“APEX Decl.”) The Settlement Administrator has estimated the cost for administering
12 the settlement will not exceed \$7,780.00.

13 **E. The Proposed Class Notice is Adequate**

14 The Class Notice, attached as Exhibit A to the Settlement Agreement, satisfies California Rules of
15 Court, rule 3.769(e) and due process. It describes, in plain language, the Settlement’s terms, each Class
16 Member’s options and deadlines, and the fees and awards to be sought, and it will be mailed by first-class
17 mail — with skip-tracing and re-mailing for undeliverable notices — to every Class Member. Notice need
18 only “generally describe the terms of the settlement in sufficient detail to alert those with adverse
19 viewpoints to investigate and to come forward and be heard.” (4 Newberg on Class Actions § 8.32.)

20 **V. CLASS CERTIFICATION IS APPROPRIATE**

21 The Parties stipulate to class certification for settlement purposes only. Should the Court decline
22 to approve the Settlement, Defendant reserves all rights to contest certification, and nothing in this motion
23 or the settlement papers may be used as evidence against Defendant on that issue. California’s strong
24 policy favoring class treatment of wage-and-hour claims supports conditional certification of the
25 Settlement Class here.

26 **A. Standard for Pre-Certification Settlements**

27 Pre-certification settlements are routinely approved where fair, adequate, and reasonable, and the
28 certification standard in the settlement context is more lenient than in contested litigation because trial-

manageability concerns do not arise. (*Dunk*, 48 Cal.App.4th at 1807, fn. 19; *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).) The settlement-only requirements (ascertainability, numerosity, predominance, typicality, and adequacy are readily satisfied here, as set forth below.

B. The Requirements for Class Certification in the Settlement Context Are Satisfied

Ascertainability and Numerosity. Class Members are readily identifiable from Defendant's own records by objective, common characteristics, and Defendant has preliminarily identified at least 411 Class Members. (See *Reyes v. Board of Supervisors*, 196 Cal.App.3d 1263, 1274 (1987).)

Predominance of Common Questions. The Class Members' claims arise from the same policies and practices, so common questions predominate over any individual ones under the lenient settlement-context standard. (See *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 326 (2004); *Dunk*, 48 Cal.App.4th at 1807, fn. 19.)

Typicality. The Named Plaintiff worked for Defendant during the relevant period, was subject to the same policies, and alleges the same wage-and-hour violations as the Class. (See *Classen v. Weller*, 145 Cal.App.3d 27, 45—46 (1983).)

Adequacy. Class Counsel are experienced wage-and-hour class litigators, and the Named Plaintiff's interests are aligned with, and not antagonistic to, those of the Class. (See *McGee v. Bank of Am.*, 60 Cal.App.3d 442, 487 (1976).)

VI. CONCLUSION

Based upon the foregoing, Plaintiff respectfully requests that this Court issue an Order:

1. Granting preliminary approval to the class action Agreement achieved in this matter;
2. Certifying the Settlement Class for settlement purposes, pending final approval of the Agreement;
3. Preliminarily approving Plaintiff as the Class Representative of the Settlement Class;
4. Preliminarily approving Plaintiff's counsel as Class Counsel for the Settlement Class;
5. Preliminarily approving APEX Class Action Administrators as the Settlement Administrator and preliminarily approving the costs of the settlement administration;
6. Setting this matter for hearing on the issues of final approval, approval of the service payment award, and approval of Class Counsel's application for attorney's fees and

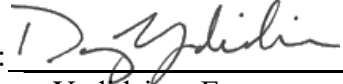
1 expenses; and

2 7. Granting such other and further relief as the Court deems just and proper.

3
4 Respectfully Submitted,

5 DATED: August 06, 2026

LABOR LAW PC

6 By: 
7 Danny Yaddison, Esq.

8 Paige Taylor, Esq.

9 Attorneys for Plaintiff

10 **ARMANDO CERVANTES MARTINEZ,**
11 individually and on behalf of similarly situated
12 employees
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**PROOF OF SERVICE
STATE OF CALIFORNIA
COUNTY OF TULARE
[C.C.P., §1013(a)]**

ARMANDO CERVANTES MARTINEZ v PORTERVILLE CITRUS, INC., et al.

Tulare County Superior Court Case Number: PCU318066

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 100 Wilshire Blvd, Suite 700, Santa Monica, CA 90401. My email address is Carl.Espinosa@laborlawpc.com.

On **August 06, 2026**, I served the following document(s):

- **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF THE CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF DANNY YADIDSION IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF ARMANDO CERVANTES MARTINEZ IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF SEAN HARTRANFT IN SUPPORT OF MOTION FOR PRELIMINARY OF CLASS ACTION SETTLEMENT**

On the following:

Attorneys for Defendant Porterville Citrus, Inc.

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California Labor and Workforce Development Agency

Via the LWDA portal
<https://dir.govfa.net/311>

(XX) (BY LWDA PORTAL) I uploaded the document to the California Labor and Workforce Development Agency portal at <https://dir.govfa.net/311>.

- 1 () (BY MAIL) I am readily familiar with the firm's practice of collection and processing
2 correspondence for mailing. Under that practice it would be deposited with U.S. postal service
3 on that same day with postage thereon fully prepaid in the ordinary course of business. I am
4 aware that on motion of the party served, service is presumed invalid if postal cancellation date
5 or postage meter date is more than one day after date of deposit for mailing in affidavit.
- 6 () (BY FEDERAL EXPRESS) I caused said envelope(s) to be sent by Federal Express [Priority
7 Overnight] to the offices of the addressee(s).
- 8 (XX) (BY ELECTRONIC MAIL) Per Orange County Local Rules requiring mandatory e-filing,
9 California Rules of Court, and CCP, I delivered such documents by electronic mail. My email
10 address is Carl.Espinosa@laborlawpc.com.
- 11 () (BY FACSIMILE) I caused said document(s) to be transmitted by telecopier at approximately
12 am/pm to the addressee(s) whose facsimile machine telephone numbers are indicated below. The
13 above-described transmission was reported as complete without error by a transmission report
14 issued by the facsimile transmission machine upon which the said transmission was made
15 immediately following the transmission.

16 Executed on **August 06, 2026**

- 17 (X) (STATE) I declare under penalty of perjury under the laws of the State of California that the
18 above is true and correct.

19 Carl Espinosa

20 Print Name

21 /s/ Carl Espinosa

22 Signature