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SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

SIMON EDEZA CAMPANA,

Plaintiff,

v.

VISTA VERDE LABOR, INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23CV000638

~~PROPOSED~~ ORDER AND
JUDGMENT GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: March 13, 2026
Time: 8:30 A.M.
Dept.: 14

1 Plaintiffs Simon Edeza Campana, Magdalena Adame Quezada, Maria Isabel Perez
2 Gomez, Pablo Ortiz Garcia and Carina Merino Ramirez (“Plaintiffs”) and Defendants Vista
3 Verde Labor, Inc. and Maria D. Maldonado (together, “Defendants”) have entered into the
4 Joint Stipulation of Class and Representative Action Settlement (“Stipulation” or
5 “Agreement”) to settle the above-captioned class action subject to the Court’s approval (the
6 “Settlement”). This matter is now before the Court on Plaintiffs’ Motion for Final Approval of
7 Class Action Settlement. The Court has read, heard, and considered all the pleadings and
8 documents submitted, and the presentations made in connection with the Motion which came
9 on for hearing on March 13, 2026.

10 Due and adequate notice having been given to the Class, and the Court having reviewed
11 and considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of
12 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
13 proceedings had herein, and the absence of any written objections received regarding the
14 proposed Settlement, and having reviewed the record in this action, and good cause appearing
15 therefor, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

16 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
17 Settlement Agreement filed in this case.

18 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
19 Class Members, PAGA Group Members, and Defendants.

20 3. The Court finds that the Settlement appears to have been made and entered into
21 in good faith and hereby approves the Settlement.

22 4. “Participating Class Members” means all current and former non-exempt
23 employees of Vista Verde who worked in California at any time during (March 2, 2019,
24 through November 4, 2024) who did not opt out of the Settlement. There are twenty-eight
25 Class Members who have requested exclusion from the Settlement.¹

26 ¹ As indicated in Exhibit B to the Declaration of Jarrod Salinas (Phoenix Declaration), the following individuals
27 submitted requests for exclusion: Jesus De Jesus Alonso; Guillermina Martinez Bautista; Maria Villa Bautista;
28 Maria Santiago Bautista; Norberta Santiago Bautista; Sonia Villa Bautista; Marcos Vasquez Cruz; Antonio
Guzman De Jesus; Teresa Alonso De Jesus; Jorge De Jesus; Virgen Diaz Flores; Maria Del Rosario Gutierrez

(Footnote continued)

1 5. “PAGA Group Members” means current and former non-exempt employees of
2 Vista Verde who worked in California at any time during the PAGA Period (October 19, 2021,
3 through November 4, 2024.).

4 6. The “Released Parties” means Vista Verde Labor, Inc., Maria D. Maldonado and
5 the Grower Defendants, and each of their past and present affiliated entities, parent companies,
6 predecessors and assigns, successors, related organizations, subsidiaries, divisions, payroll
7 processors, independent contractors, insurers, owners, officers, shareholders, executives,
8 managers, attorneys, and employees.

9 7. Upon the Effective Date and funding of the Gross Settlement Amount, Plaintiffs
10 and Participating Class Members, shall have, by operation of this Final Order and Judgment,
11 fully, finally and forever released, settled, compromised, relinquished and discharged, to the
12 fullest extent possible, the Released Parties from all Released Class Claims, as defined in the
13 Settlement. With respect to the Grower Defendants, the release shall be limited to the specific
14 workweeks in which Vista Verde assigned the Participating Class Member to work one or
15 more shift at the Grower Defendant,

16 8. Upon the Effective Date and funding of the Gross Settlement Amount, Plaintiffs
17 and PAGA Group Members, shall have, by operation of this Final Order and Judgment, fully,
18 finally and forever released, settled, compromised, relinquished and discharged, to the fullest
19 extent possible, the Released Parties from all Released PAGA Claims, as defined in the
20 Settlement. With respect to the Grower Defendants, the release shall be limited to the specific
21 pay periods in which Vista Verde assigned the PAGA Group Member to work one or more
22 shift at the Grower Defendant.

23 9. The Notice provided to the Class conforms with the requirements of California
24 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
25 circumstances, by providing individual notice to all Class Members who could be identified
26

27 _____
28 Fragoso; Juanito Martinez Garcia; Belen Martinez Garcia; Admundo Villa Gutierrez; Antonio Garcia Juarez;
Hugo Ramirez Martinez; Gualirio Bautista Martinez; Fredy Antonio Garcia Martinez; Inocencia Guzman
Martinez; Juan Garcia Martinez; Aida Martnez; Flaviana Bautista Merino; Eugenia Hernandez Ramirez; Modesto
Jesus Rodriguez; Rafael Garcia Santiago; Daniel Bautista Santiago; and Angel Martinez Velasco.

1 through reasonable effort, and by providing due and adequate notice of the proceedings and
2 of the matters set forth therein to the Class Members. The Notice fully satisfies the
3 requirements of due process.

4 10. No Class Members have objected to the terms of the Settlement.

5 11. The Court finds the Gross Settlement Amount and the methodology used to
6 calculate and pay each payment are fair and reasonable. The Court authorizes the Settlement
7 Administrator to pay the Participating Class Members and PAGA Group Members in
8 accordance with the terms of the Settlement.

9 12. Defendants shall pay the total Gross Settlement Amount of Two Million Two
10 Hundred Thousand Dollars (\$2,200,000.00) to resolve the Action, as provided in the
11 Settlement.

12 13. From the Gross Settlement Amount, One Hundred Fifty Thousand Dollars
13 (\$150,000.00) shall be paid to the California Labor and Workforce Development Agency,
14 representing 75% of the civil penalties awarded under the terms of the Settlement Agreement
15 pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code
16 section 2698, *et seq.*

17 14. From the Gross Settlement Amount, Fifty Thousand Dollars (\$50,000.00) shall
18 be distributed to PAGA Group Members, representing 25% of the civil penalties awarded
19 under the terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys
20 General Act of 2004, California Labor Code section 2698, *et seq.*

21 15. From the Gross Settlement Amount, Plaintiffs shall be paid Five Thousand
22 Dollars (\$5,000.00) each (*i.e.* Twenty-Five Thousand Dollars) for their service as a class
23 representative and for their agreement to a general release of claims.

24 16. From the Gross Settlement Amount, Fifty-Five Thousand Dollars (\$55,000.00)
25 shall be paid to the Settlement Administrator, Phoenix Settlement Administrators.

26 17. The Court hereby confirms B. James Fitzpatrick of Fitzpatrick & Swanston,
27 Larry W. Lee and Kristen M. Agnew of Diversity Law Group, P.C., and Justin Lo of Work
28 Lawyers, PC, as Class Counsel.

1 18. From the Gross Settlement Amount, Class Counsel is awarded Seven Hundred
2 Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
3 (\$733,333.33), for their reasonable attorneys' fees and Eight Thousand ^{Six} ~~Five~~ Hundred ~~Seventy~~
4 ~~Four~~ ^{Ninety} Dollars and ~~Twenty-Nine~~ Cents ^(\$8,600.90) ~~(\$8,574.29)~~ for their reasonable costs incurred in the
5 Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.
6 The Court finds that the fees are reasonable in light of the benefit provided to the Class.

7 19. Without affecting the finality of this Order in any way, this Court retains
8 continuing jurisdiction over the implementation, interpretation, and enforcement of the
9 Settlement with respect to all Parties to this action, and their counsel of record.

10 20. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby
11 granted and the Court directs that judgment shall be entered in accordance with the terms of
12 this Order.

13 21. The Parties shall bear their own respective attorneys' fees and costs, except as
14 otherwise provided for in the Settlement and approved by the Court.

15 22. A Final Accounting Hearing is set for September 12, 2028 at 10 a.m.
16 The Settlement Administrator is to file a declaration no later than 15 days in advance
17 to confirm that the distribution of funds is complete, including any distribution to the *cy pres*
18 recipients, Watsonville Law Center, per the Settlement Agreement.

19 IT IS SO ORDERED AND ADJUDGED.

20 Dated: March 13, 2026


JUDGE OF THE SUPERIOR COURT
Ian A. Rivamonte