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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

**DECLARATION OF PLAINTIFF
SIMON EDEZA CAMPANA IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 13, 2026

Time: 8:30 A.M.

Dept.: 14

1 I, Simon Edeza Campana, declare as follows:

2 1. I am an individual over the age of 18 years old and am a resident of California. I
3 am one of the Plaintiffs in this matter. I have personal knowledge of the facts set forth below
4 and if called to testify I could and would do so competently.

5 2. I was employed by Vista Verde Labor, Inc., from approximately January 2017 to
6 January 2022. During my employment, I was assigned to work at multiple ranches and
7 growers, including Scheid Vineyards, Tanimura & Antle, and Sebastian Harvesting (together
8 the "Grower Defendants"). During my employment, I worked for Defendants as a non-exempt
9 employee and was paid on an hourly basis from approximately.

10 3. During my employment, I was not paid for all hours worked, including
11 minimum and overtime wages, not paid premiums for missed or late meal and rest breaks, and
12 not paid all wages due and upon the separation of my employment. Defendants also failed to
13 provide me with compliant, off-duty meal and rest breaks, reimburse work-related expenses,
14 and provide accurate wage statements.

15 4. For example, I was not compensated for all the time I worked, including my
16 actual start and end times as well as missed, short, and delayed meal and rest breaks. During
17 my employment, I was required to work shifts of five hours or more without receiving a 30-
18 minute uninterrupted, duty-free meal break and a 10-minute duty-free rest break for shifts of
19 four hours or more. I did not receive premium pay for the non-compliant meal and rest breaks.

20 5. In addition, as an employee, I was sometimes required to work in multiple fields
21 during a workday. I was required to use my personal vehicle for travel but was not reimbursed
22 for the costs of using my own vehicle. I was also required to use my personal cell phone to
23 make and receive work-related calls and text messages. I never received any reimbursement
24 for using my personal vehicle and cell phone.

25 6. Due to the practices mentioned above, the wage statements I received did not
26 show the required information such as accurate regular and overtime hours worked, total hours
27 worked, gross and net wages earned, and all applicable rates of pay and the number of hours
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1 worked at each rate.

2 7. I understand that the claims alleged in this action were brought on behalf of
3 other non-exempt hourly employees in the State of California. As the class representative, I
4 understand that it is my responsibility to act in the class's best interest and not my own. I am
5 not aware of any conflicts that exist between my interest and the interests of the class that have
6 or would impair or affect my ability to continue serving as representative for the class.

7 8. Before signing the Joint Stipulation of Class and Representative Action
8 Settlement ("Settlement Agreement" or "Agreement"), I read the Agreement, and I discussed
9 the terms with my attorneys. I believe that this settlement is fair, adequate, and reasonable. I
10 am glad that I had the opportunity to represent the class in this lawsuit and that I was able to
11 recover money through a settlement for the class.

12 9. I respectfully request that the Court approve a Service Award in the amount of
13 \$5,000. In accepting the role of named plaintiff, I understood from the outset that I was
14 assuming risks and burdens that were materially greater than those borne by absent class
15 members. I was advised, and understood, that if I did not prevail, I could potentially be
16 exposed to Vista Verde's litigation costs. I knowingly accepted that risk. I also understood that
17 pursuing this matter as a class action—rather than as an individual case—would substantially
18 prolong the litigation, require far greater personal involvement, and expose me to greater
19 financial and reputational risk.

20 10. I undertook substantial efforts in my role as a class and representative plaintiff. I
21 regularly communicated with counsel, gathered and produced documents, reviewed pleadings
22 and discovery responses, assisted with factual development, and remained available
23 throughout the litigation for consultation and strategic decision-making. In this particular case
24 alone, I estimate that I invested 45 hours in this case, including time spent: (1) participating in
25 numerous telephonic meetings with my attorneys and their staff to discuss the case and review
26 documents prepared on my behalf; (2) searching for and providing documents and information
27 regarding Vista Verde's wage and hour practices; (3) making myself available for mediation;
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1 (4) reviewing and executing the Settlement Agreement; and (5) reviewing and signing
2 declarations in support of court approval.

3 11. Additionally, I did not make the decision to file a class action lightly. I was
4 concerned about the attention that a class action lawsuit could attract in the workplace and the
5 potential reputational harm that might result, including the perception that I could be viewed
6 as difficult to work with. I was also mindful that pursuing a class action could jeopardize my
7 employment status. Although I believed the lawsuit was justified, I understood that my current
8 or prospective employers could learn that I had sued Vista Verde, creating a risk of retaliation
9 or strained relationships with colleagues and supervisors.

10 12. Despite these concerns, I agreed to proceed because I believed that important
11 workplace rights affecting many employees were at stake and that those issues would not be
12 addressed unless someone was willing to step forward. I knowingly accepted these risks, in
13 addition to the financial and litigation-related risks, in order to pursue relief on behalf of the
14 class.

15 13. I also agreed, as part of this settlement, to execute a broad general release of all
16 claims, including a waiver under California Civil Code section 1542, which is broader than the
17 release provided by absent class members.

18 14. For these reasons, I respectfully submit that the Service Award is supported by
19 the quality of my service and substantial efforts in representing the interests of other
20 employees, the inherent risks of litigation, and the personal and professional risks I assumed
21 with respect to my current and future employment. The Service Award is also intended to
22 reasonably compensate me for the broad general release I am providing to Vista Verde, which
23 extends beyond the claims resolved on behalf of absent class members

24 15. My first language is Spanish, and I speak little English. Jackie Mireles orally
25 translated the contents of this declaration from English to Spanish for me before I signed it.
26 Ms. Mireles speaks my language fluently and appeared to have no difficulty understanding
27 me. Likewise, I had no difficulty understanding Ms. Mireles. Ms. Mireles read the entire
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1 contents of this declaration to me in Spanish before I signed it, and the translation she read to
2 me was a true and accurate recitation of the testimony I wish to present to the Court.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct and if called as a witness I could and would competently testify to
5 each of the matters stated herein, and I state that these matters are based upon my own
6 personal knowledge acquired through first-hand observation, except where stated otherwise.
7 This declaration was executed by me on February 18, 2026, in Salinas, California.

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9 Firmado por:

Simon Edeza

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10 Simon Edeza Campana
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