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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 KRISTEN M.
AGNEW 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, Kristen M. Agnew, declare as follows:

2 1. I am an attorney at law duly licensed to practice before all courts in the State of
3 California. I am an attorney with Diversity Law Group, P.C., counsel of record for Plaintiffs
4 Simon Edeza Campana, Magdalena Adame Quezada, and Maria Isabel Perez Gomez. Based on
5 my personal knowledge, I assert the facts set forth herein and, if called as a witness, I could and
6 would competently testify thereto.

7 **PROCEDURAL HISTORY OF THE ACTION**

8 2. I am one of the primary attorneys on this case. From the inception of the case,
9 Class Counsel has zealously represented the interests of the Class. I have no conflicts with the
10 Class and will adequately represent the Class.

11 3. On October 19, 2022, Plaintiff Simon Edeza Campana (“Plaintiff Campana”) filed
12 a written notice with the California Labor & Workforce Development Agency alleging that
13 Defendant Vista Verde Labor, Inc. (“Vista Verde”) violated Labor Code sections 201, 201.3,
14 202, 203, 204, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1,
15 1198, 1199, 2699, 2800 and 2802, and the applicable California Industrial Welfare Commission
16 Wage Order, pursuant to Labor Code section 2699 (“Campana PAGA Notice”).

17 4. On March 2, 2023, Plaintiff Campana filed an individual in representative PAGA
18 complaint against Vista Verde in the matter of *Simon Edeza Campana v. Vista Verde Labor,*
19 *Inc.*, Monterey County Superior Court Case No. 23CV000638 (the “Action” or “*Campana*
20 *Action*”). The original complaint alleged individual and representative PAGA claims predicated
21 on Vista Verde’s alleged failure to pay for all hours worked, failure to pay all minimum and
22 overtime wages owed, failure to timely pay wages, failure to provide meal and rest periods or
23 pay premium compensation in lieu thereof, failure to reimburse for work-related expenses, and
24 failure to provide accurate wage statements as required by law.

25 5. On June 27, 2023, Plaintiff Campana filed a first amended complaint, adding class
26 claims premised on the same Labor Code violations alleged in the Campana PAGA Notice.

27 6. On January 26, 2024, Plaintiff Campana filed a second amended complaint. The
28 second amended complaint: (i) added Magdalena Adame Quezada and Maria Isabel Perez

1 Gomez as named plaintiffs; and (ii) alleged individual claims for discrimination and retaliation
2 on behalf of Plaintiff Campana.

3 7. Vista Verde is a large farm labor contractor with multiple grower clients. On May
4 3, 2024, the plaintiffs in the *Campana* Action filed a third amended complaint for the purpose
5 of naming the following grower clients as defendants to the *Campana* Action: Boekenooogen
6 Winery, Caymus Vineyards, Chalone Vineyard, Gallo Vineyards, Wrimmway Enterprises,
7 JVFarms, Kirk Williams, Marc Pura Ranch, Pedrazzi Farms, Scheid Vineyards, Sebastian
8 Harvesting, Tanimura & Antle, and Triangle Farms (collectively, “Grower Clients”).

9 8. On or about June 4, 2024, Vista Verde filed its Answer to Plaintiff’s Unverified
10 Class Action Complaint, stating its general denial of all facts and allegations of the Complaint,
11 and setting forth its affirmative defenses.

12 9. As a condition of settlement, the Parties agreed to stipulate to the filing of a Fourth
13 Amended Representative Action Complaint (“Operative Complaint” or “Fourth Amended
14 Complaint”) in this Action, for the purpose of: (i) adding Pablo Ortiz Garcia and Carina Merino
15 Ramirez as plaintiffs; (ii) naming Maria D. Maldonado as a defendant; and (iii) incorporating
16 the claims of the *Garcia* Action into this Action. On April 24, 2025, the Court approved the
17 Joint Stipulation for Leave to file Fourth Amended Complaint. The operative Fourth Amended
18 Complaint asserts class and representative claims for unpaid wages, meal and rest period
19 violations, wage statement violations, waiting time penalties, unreimbursed business expenses,
20 and related unfair competition claims, as well as individual claims specific to Plaintiff Campana

21 **FAIRNESS OF THE SETTLEMENT**

22 10. The Joint Stipulation of Class and Representative Action Settlement (“Settlement
23 Agreement” or “Settlement”) entered into by Plaintiffs and Defendants (together with Plaintiffs,
24 the “Parties”) was the product of negotiations between highly able and experienced attorneys on
25 both sides who possessed the relevant data and extensive legal research which they had carefully
26 analyzed.

27 11. As part of their investigation, Class Counsel also interviewed current and former
28 employees regarding their experiences in the fields.

1 12. Prior to mediation, the Parties engaged in extensive discussions regarding the
2 information necessary to ensure a meaningful and productive mediation. These discussions
3 included an evaluation of the merits of the claims and Plaintiffs' ability to proceed on a class-
4 wide basis. The Parties also discussed the Grower Clients' potential liability for the claims
5 alleged in the *Campana* Action. Vista Verde asserted sole responsibility for any Labor Code
6 violations, contending that it exclusively controlled the working conditions of the putative class.

7 13. Ultimately, Vista Verde produced meal and rest break policies, sample employee
8 payroll and time records, as well as data points related to the number of putative class members,
9 number of separated putative class members, number of workweeks worked during the Class
10 Period, and number of pay periods at issue during the PAGA Period. Based on the information
11 provided by Vista Verde, Class Counsel conducted a full damage and penalties analysis.

12 14. On October 25, 2024, the Parties participated in a full day mediation with
13 Christopher Panetta, an experienced wage and hour class action mediator. However, the case
14 did not resolve at mediation. With the assistance of Mr. Panetta, the Parties continued to engage
15 in settlement negotiations. After the exchange of further information and extended negotiations,
16 the Parties reached the present class-wide settlement. The mediation and all subsequent
17 settlement negotiations were conducted at arms' length.

18 15. Based on the data provided by Defendants, and Class Counsel's evaluation of the
19 probability of success on the claims, Class Counsel determined that the estimated maximum
20 potential recovery for in this case would be \$20,243,472.91. The Parties settled for \$2,200,000,
21 which equates to approximately 10.86% of the maximum potential recovery. Class Counsel
22 relied upon the following exposure calculations:

23 (a) **Unpaid Wages.** Class Members worked 193,641 workweeks during the
24 Class Period. The average minimum wage rate was \$14.25. Assuming that Vista Verde's
25 rounding practices resulted in one hour of uncompensated time per workweek, the exposure on
26 this claim is \$2,758,889.25 (\$14.25 average minimum wage x 1.00 hour x 193,641 workweeks).
27 Class Counsel believes that Plaintiffs have a 75% probability of prevailing on this claim at class
28

1 certification and a 50% probability of prevailing at trial.¹ With the risk factor discounts for
2 certification and liability, the value of the claim is estimated by Class Counsel to be
3 **\$1,034,583.47.**

4 (b) **Meal Period Premiums.** Assuming that Class Members received one non-
5 compliant meal period per workweek during the Class Period, the exposure on the meal break
6 claim is \$2,758,889.25 (\$14.25 average minimum wage x 1 violation x 193,641 pay period).
7 Class Counsel believes that Plaintiffs have a 75% probability of prevailing on this claim at class
8 certification and a 50% probability of prevailing at trial. With the risk factor discounts for
9 certification and liability, the value of the claim is estimated by Class Counsel to be
10 **\$1,034,583.47.**

11 (c) **Rest Period Premiums.** Assuming that Class Members received one non-
12 compliant rest period per workweek during the Class Period, the exposure on the rest break
13 claim is \$2,758,889.25 (\$14.25 average minimum wage x 1 violation x 193,641 pay period).
14 Class Counsel believes that Plaintiffs have a 75% probability of prevailing on this claim at class
15 certification and a 50% probability of prevailing at trial. With the risk factor discounts for
16 certification and liability, the value of the claim is estimated by Class Counsel to be
17 **\$1,034,583.47.**

18 (d) **Derivative Wage Statement Penalties.** Based on the data provided by
19 Defendants, Class Counsel estimates that Vista Verde issued approximately 91,106 during the
20 wage statement liability period (March 2, 2022 through November 4, 2024). Applying a \$100
21 penalty for each wage statement violations yields \$9,110,600 in liability. Class Counsel believes
22 that Plaintiffs have a 75% probability of prevailing on this claim at class certification and a 25%
23 probability of prevailing at trial. With the risk factor discounts for certification and liability, the
24

25 ¹ The risk adjustment reflects a combination of risks. Since certification is an uncertain event,
26 as is success on the merits, both risks combine at this stage of the proceedings. For example, if
27 certification is viewed as an event with a 50% chance of success, and prevailing at trial is
28 viewed as a second event with a 50% chance of success, the current risk is $0.5 \times 0.5 = 0.25$, or
a 25% chance of both events resulting in a favorable outcome. Since *Kullar* and *Munoz* do not
specify a specific method must be used to evaluate the settlement as compared to the
reasonable maximum recovery, the approach used here is similar to an expected value analysis
of risk events or a present value calculation for future monetary value.

value of the claim is estimated by Class Counsel to be **\$1,708,237.50**.

(e) **Derivative Waiting Time Penalties.** Class Members are seasonal farm laborers and subject to termination when Vista Verde no longer requires their labor. As such, Class Counsel assumes that each Class Member is entitled to the payment of thirty days of waiting time penalties. The exposure on the waiting time penalties claim is \$51,165,360.00 (\$14.25 average minimum wage x 8.00 hours x 30 days x 14,958 employees). Class Counsel believes that Plaintiffs have a 75% probability of prevailing on this claim at class certification and a 25% probability of prevailing at trial. With the risk factor discounts for certification and liability, the value of the claim is estimated by Class Counsel to be **\$9,601,560.00**.

(f) **Unpaid Cell Phone Reimbursement.** Assuming that on average each Class Member is owed \$100.00 in unpaid cell phone reimbursements, the exposure on the reimbursement is \$1,495,800. Class Counsel believes that Plaintiffs have a 75% probability of prevailing on this claim at class certification and a 50% probability of prevailing at trial. With the risk factor discounts for certification and liability, the value of the claim is estimated by Class Counsel to be **\$560,925**.

(g) **PAGA Penalties.** Due to the discretionary nature of PAGA penalties, PAGA civil penalties are difficult to evaluate. Based on the payroll data provided by Defendant, I estimate that PAGA Group Members worked approximately 105,380 pay periods during the PAGA Period. Assuming that Plaintiffs were to prevail on the merits of the PAGA claim, applying the standard penalty of \$100 per pay period yields \$10,538,000 in potential liability. By statute, the Court can decline to award the full amount of PAGA penalties where "...if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See* Cal. Labor Code § 2699(e)(2). Assuming that Plaintiffs prevailed on liability, under the facts of this case, I appreciate the substantial risk that Defendants could present a persuasive argument to reduce the amount of PAGA penalties at trial. In this case, Defendant asserted that a substantial reduction in potential PAGA penalties was warranted because: (1) at a minimum, a good faith dispute exists as to whether Vista Verde's rounding practice is unlawful; and (2) total PAGA exposure is

1 disproportionate to the value of unpaid wages; and (3) a full penalty award would cripple Vista
2 Verde's business and result in bankruptcy. Thus, Class Counsel estimates a 50% reduction in
3 PAGA penalties, which yields **\$5,269,000** in exposure.

4 16. I believe Plaintiffs and the Class have meritorious claims and could prevail at trial.
5 Nonetheless, the case presented material risks as to liability, class certification, damages, and
6 collectability. Continued litigation would have required significant additional time and expense
7 and carried the real possibility of adverse rulings at summary judgment, denial or loss of class
8 certification, reduced recoverable damages or penalties, delay through post-trial motions and
9 appeals, and difficulty collecting any judgment. The Settlement reflects a reasoned and informed
10 compromise reached after investigation and arm's-length negotiations. It appropriately accounts
11 for these uncertainties and provides a substantial and certain recovery for the Class. Based on
12 my experience and evaluation of the case, I believe the Settlement is fair, reasonable, and
13 adequate and is in the best interests of the Class.

14 **ATTORNEY EXPERIENCE**

15 17. Class Counsel has a great deal of experience in wage and hour class action
16 litigation. Diversity Law Group has been approved as class counsel in a number of wage and
17 hour class actions and have extensive litigation experience.

18 18. My qualifications are as follows: I was the 2003 recipient of the Spelman
19 Presidential Scholarship to Emory University School of Law. During law school, I was a
20 summer associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the
21 Atlanta office of the Equal Employment Opportunity Commission. I received my J.D. from
22 Emory University in 2006 and was admitted to the California Bar in December 2006. Following
23 law school, I was an associate at Sonnenschein from September 2006 to May 2009.

24 19. Since 2009, my primary area of practice has been employment litigation. I have
25 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I
26 was an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate,
27 and then senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP
28 from June 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of

1 fortune 500 companies in employment litigation in both state and federal courts, as well as
2 before government agencies, including the California Department of Labor. My practice
3 included the defense of single plaintiff and multi-plaintiff lawsuits involving claims under the
4 California Fair Employment and Housing Act, the California Labor Code and the Fair Labor
5 Standards Act. I also handled a number of wage and hour class actions.

6 20. While at Ogletree and Seyfarth, I served as the lead associate on a number of wage
7 and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County
8 Superior Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los
9 Angeles County Superior Court Case No. BC439428; *Christopher Williams v. Allstate*
10 *Insurance Co.*, Los Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*,
11 Los Angeles County Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware,*
12 *Inc.*, Los Angeles Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta*
13 *Business Solutions U.S.A., Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183;
14 *Tessa Hodge v. Zale Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court
15 Case No CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia*
16 *v. Zale Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v.*
17 *Tesoro Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

18 21. I also second chaired two jury trials where I represented the prevailing defendant.
19 Both cases involved employees who brought claims against their former employers pursuant to
20 the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*,
21 Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt &*
22 *Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909.

23 22. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
24 handling employment cases. I primarily represent employees.

25 23. I have been approved as class counsel in numerous wage/hour class actions that
26 have been granted class certification and final approval, including: *Antonio Becerra-Mata v.*
27 *PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030;
28 *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case

No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa Clara County Superior Court Case No. 17CV306751; *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; *Cody Wirbick v. Sundt Construction, Inc.*, U.S. District Court for the Eastern District of California Case No. 2:19-cv-02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma County Superior Court Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v. Converse, Inc.*, U.S. District Court for the Northern District of California Case No. 15-cv-03746-NC; *Jharett Siron v. Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-00527959-CU-OE-VTA; *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara Superior Court Case No. 19CV345211; and *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court Case No. 19CV341582.

24. I was lead trial counsel on two bench trials, in which the plaintiffs were the prevailing party. The cases are: *Esteban Palomino v. Northrop Grumman Systems Corporation*, Santa Clara County Superior Court Case No. 19CV345534; and *Jose Delgado v. Taylor Farms California, Inc.*, Monterey County Superior Court Case No. 18CV001381.

NOTICE TO LWDA

25. On May 23, 2025, my office uploaded the Court's Order Granting Preliminary Approval to the LWDA's website. The LWDA has not responded or objected to this settlement. Attached hereto as **Exhibit 1** is a true and correct copy of the submission confirmation.

26. On February 19, 2026, my office uploaded this Motion and Proposed Order to the LWDA's website. In addition, my office shall submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order. Attached hereto as **Exhibit 2** is a true and correct copy of the submission

1 confirmation.

2 **ABSENCE OF CONFLICTS**

3 27. Neither I nor my firm have any relationship with the proposed cy pres recipient,
4 Watsonville Law Center.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct.

7 This declaration was executed by me on February 19, 2026, in Los Angeles, California.

8
9 /s/ Kristen M. Agnew
Kristen M. Agnew

EXHIBIT 1

Erika Mejia

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Friday, May 23, 2025 10:34 AM
To: Erika Mejia
Subject: Thank you for your Court Order or Judgment Submission

05/23/2025 10:33:22 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 2