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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF VENTURA, UNLIMITED JURISDICTION**

CARMEN MINA SUAREZ, CECILIA  
DOLORES MARTINEZ, ALFONSO  
MALDONADO SANTIAGO, MARGARITA  
LOPEZ HERNANDEZ, LORENZO ROMERO  
RODRIGUEZ, NIEVES GUEVARA SOLANO,  
MARCELINA DIEGO GONZALEZ, FIDEL  
GALVEZ BARRERA, CANDIDO LOPEZ  
VASQUEZ, FILIBERTO LOPEZ VASQUEZ,  
MAYDELI GUZMAN SIERRA, MARIA  
SOLEDAD MONTOYA, SAMUEL SALAZAR  
AGUILAR, LEONARDO SALAZAR TOMAS,  
JOSE FERNANDO ORTIZ, ISIDRO  
SANCHEZ, on behalf of themselves and other  
aggrieved employees,

Plaintiffs,

v.

SEVENTH TREE FARM, INC., DURANGO  
HARVEST, INC., OMAR HERMOCILLO, an  
individual, CINDY BALDERAS, an  
individual, PATRICIA MEDINA, an  
individual, REYES BALDERAS, an  
individual, DUJI EXCHANGE, LLC, REITER  
AFFILIATED COMPANIES, LLC,  
DRISCOLL'S, INC., and DOES 3-10,  
INCLUSIVE,

Defendants.

Case No.: 2023CUOE007871

**NOTICE OF UNOPPOSED MOTION  
AND MOTION TO APPROVE  
SETTLEMENT PURSUANT TO  
PRIVATE ATTORNEYS GENERAL  
ACT OF 2004, AWARD ATTORNEYS'  
FEES AND COSTS, AND REIMBURSE  
SETTLEMENT ADMINISTRATION  
EXPENSES; MEMORANDUM OF  
POINTS AND AUTHORITIES**

Hearing Date: August 13, 2025  
Time: 8:30 AM  
Dept.: 41  
Judge: Honorable Carla Ortega

Complaint Filed: April 17, 2023  
FAC Filed: October 4, 2023  
SAC Filed: March 19, 2024  
TAC Filed: October 24, 2024

Trial Date: August 24, 2026

Case No.: 2023CUOE007871

NOTICE OF UNOPPOSED MOTION AND MOTION TO APPROVE SETTLEMENT;  
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT

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PLEASE TAKE NOTICE that on August 13, 2025, at 8:30 AM in Dept. 41 of the above-entitled court before the honorable Carla Ortega, Plaintiffs move unopposed for an order approving the settlement agreement between the parties, pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698–2699.8 (“PAGA”).

Because all parties have agreed to the settlement, this motion is not opposed by Defendants. All parties and the California Labor and Workforce Development Agency (“LWDA”) are being served with this Notice.

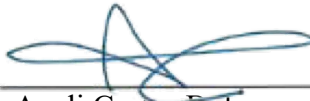
Respectfully submitted,

  
Kimberly Ouillet  
Alexxander Campbell  
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*(Additional Counsel on following page)*

1 Dated: July 18, 2025

CALIFORNIA RURAL LEGAL  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs hereby move, unopposed, for approval of the settlement of Plaintiffs' claims  
4 brought under the California Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698–  
5 2699.8 ("PAGA"). Pursuant to section 2699, Plaintiffs have concurrently submitted a copy of the  
6 settlement agreement and motion briefing to the California Labor and Workforce Development  
7 Agency ("LWDA").

8 Plaintiffs are former seasonal agricultural laborers hired by Defendant Seventh Tree Farm,  
9 Inc. ("Seventh Tree Farm") to grow and harvest strawberries in Oxnard, California in 2022.  
10 Plaintiffs allege Defendants Durango Harvest, Inc. ("Durango Harvest"), Duji Exchange, LLC  
11 ("Duji Exchange"), Reiter Affiliated Companies, LLC ("RAC"), and Driscoll's, Inc.  
12 ("Driscoll's") are also liable as employers, and that individual Defendants Omar Hermocillo,  
13 Cindy Balderas, Patricia Medina, and Reyes Balderas are liable under Labor Code section 558.1.  
14 Plaintiffs allege Defendants violated numerous provisions of the California Labor Code and  
15 subjected them to unlawful working conditions. Due to these alleged unlawful working  
16 conditions, Plaintiffs assert Defendants engaged in unfair business practices in violation of  
17 California Business and Professions Code sections 17200, *et seq.* Plaintiffs Carmen Mina Saurez  
18 and Cecilia Dolores Martinez also assert a PAGA claim for Labor Code violations on behalf of  
19 themselves and other aggrieved employees. Defendants dispute and deny all Plaintiffs' claims  
20 and deny all liability arising out of the conduct alleged in the Complaint.

21 To date, the Parties have engaged in formal discovery and investigation, including  
22 depositions and written discovery. (Ouillette Decl. at ¶ 11.) On July 15, 2024, the Parties  
23 participated in a full-day private mediation conference with mediator Henry J. Bongiovi, which  
24 was unsuccessful. (*Id.* at ¶ 12.) The Parties renewed their efforts to resolve the case in December  
25 of 2024. (*Id.* at ¶ 13.) On February 25, 2025, mediator Bongiovi presented the parties with a  
26 Mediator's Proposal ("Proposal") and on March 7, 2025, all the Parties accepted the terms of the  
27 Proposal thus reaching a tentative settlement agreement. (*Ibid.*) The Parties have since drafted  
28

1 and signed a long-form Settlement Agreement (“the Agreement”) attached to the Declaration of  
2 Kimberly Ouillette as Exhibit 1. (*Id.* at ¶ 14.)

3 This settlement resolves Plaintiffs’ individual claims and the PAGA claims for a gross  
4 sum of \$265,000 and non-monetary relief in the form of adherence to California Labor Code  
5 requirements and provision of training to supervisors. The gross settlement sum includes  
6 \$121,167.39 in unpaid wages and penalties for the sixteen Plaintiffs, \$63,386.00 in PAGA  
7 payments, \$7,650.00 for settlement administration costs, \$33,046.61 to reimburse reasonable  
8 costs expended in the prosecution of the case, and \$39,750 in attorneys’ fees. This motion  
9 requests Court approval pursuant to Cal. Lab. Code section 2699(s)(2). For the reasons outlined  
10 below, Plaintiffs request the Court enter an order approving the settlement and retaining  
11 jurisdiction over the settlement until all terms of the agreement are completed.

## 12 **II. PLAINTIFFS’ CLAIMS**

13 Plaintiffs and other aggrieved employees were seasonal farmworkers who grew and  
14 harvested Driscoll’s strawberries during the period of January 19, 2022 through July 8, 2022 in  
15 Oxnard, California. Plaintiffs and other aggrieved employees were compensated under a piece  
16 rate system for time spent harvesting strawberries and under an hourly rate for time spent doing  
17 other types of work. Under the piece rate arrangement, they were promised \$2.10 for each box  
18 of strawberries harvested. However, Plaintiffs allege that during the 2022 season, the number of  
19 boxes harvested by Plaintiffs and other aggrieved employees was consistently undercounted  
20 which meant workers were not compensated for all the boxes they harvested. Additionally,  
21 Plaintiffs allege that they and other aggrieved employees were paid “off the books” for work  
22 performed on Sundays and some Saturdays. They further allege that work performed on these  
23 Sundays and certain Saturdays was also paid at a regular rate of pay, though many of these hours  
24 should have been paid at an overtime rate of pay. Plaintiffs allege that workers did not receive a  
25 wage statement for the wages they were paid for the work performed on Sundays and certain  
26 Saturdays, nor were they compensated for rest breaks they took on Sundays and certain Saturdays.

27 As a result of these practices, Plaintiffs allege Defendants failed to pay contract wages,  
28 failed to pay minimum wages, failed to pay overtime wages, failed to adequately compensate rest

breaks, failed to furnish accurate wage statements, and failed to pay all wages owed at the end of Plaintiffs employment. Plaintiffs further allege Seventh Tree Farm failed to timely permit inspection of payroll and personnel records as well as farm labor contractor compensation statements.

Plaintiffs Carmen Mina Saurez and Cecilia Dolores Martinez allege PAGA claims on behalf of themselves and all other similarly situated employees, and seek to recover penalties based on the following violations: failure to pay minimum wages in violation of Industrial Welfare Commission (“IWC”) Wage Order 14 and Cal. Lab. Code sections 1194 and 1197; failure to pay overtime wages in violation of IWC Wage Order 14 and Cal. Lab. Code sections 510 and 1194; failure to adequately compensate rest periods in violation of IWC Wage Order 14 and Cal. Lab. Code section 226.2; failure to pay wages when due in violation of Cal. Lab. Code sections 215, 205.5 and 210; failure to pay all wages due upon termination or quit under Cal. Lab. Code sections 201 and 202; and failure to provide correct itemized wage statements in violation of IWC Wage Order 14 and Cal. Lab. Code section 226.

Defendants dispute and deny all Plaintiffs’ claims and asserted defenses to the claims alleged in the Complaint and deny all liability arising out of the conduct alleged in the Complaint.

### **III. TERMS OF THE SETTLEMENT AGREEMENT**

The Settlement Agreement resolves the PAGA claims alleged in a representative capacity by Plaintiffs Carmen Mina Saurez and Cecilia Dolores Martinez, all of Plaintiffs’ individual claims alleged against Defendants, and attorneys’ fees and costs.

#### **A. Monetary Terms**

Defendants agree to pay a total of \$265,000 to settle all claims in this action and any other claims released pursuant to the Agreement. (“Settlement Amount”). Out of the Settlement Amount, a total of \$121,167.39 will be allocated among the sixteen Plaintiffs to compensate for Plaintiffs’ Released Claims as defined in the Agreement. The amount allocated to the PAGA Settlement Group Members, which totals approximately 625 employees (“PAGA Settlement Group Members”), is \$71,036.00, less administrator costs, which will be divided among the employees on a pro rata basis as detailed below. The Parties agreed the Settlement Claims

1 Administrator costs will be part of the \$71,036.00 allocated to the PAGA Fund, with the total cost  
2 not to exceed \$7,650.00.

3 After subtracting administration costs, \$63,386.00 will remain in the PAGA Fund. These  
4 funds will be distributed 75% to the LWDA and 25% to the PAGA Settlement Group Members  
5 in accordance with Labor Code section 2699(f) on a pro rata basis based on the number of  
6 workweeks he or she worked for Defendants during the PAGA period, which is from January 19,  
7 2022 to July 8, 2022. Payment to the LWDA will be payable within 21 days after the Settlement  
8 Administrator's receipt of funds from Defendants. This payment, along with a copy of the Order  
9 approving this Settlement Agreement, will be sent to the LWDA.

10 The gross sum of \$39,750.00 shall be allocated to Plaintiffs' counsel as attorneys' fees for  
11 prosecution of the lawsuit against Defendants. An additional \$33,046.61 will reimburse  
12 Plaintiffs' counsel for costs reasonably expended in the prosecution of the case.

13 **B. Non-Monetary Terms**

14 In the Settlement, Defendants Seventh Tree Farm and Durango Harvest agreed to terms  
15 concerning affirmative relief. (Ouillette Decl. at ¶ 20.) Defendants Seventh Tree and Durango  
16 Harvest agree to adhere to California Labor Code requirements, including but not limited to  
17 compliance with payment of piece rates as contracted with employees, payment of required  
18 minimum wages, overtime, rest and recovery periods, and recordkeeping. They also agree to  
19 provide a list of boxes harvested per worker, or per crew only if a crew-based piece rate is used,  
20 to all employees being compensated on a piece rate basis within one business day of when the  
21 work is completed.

22 Defendants Seventh Tree Farm and Durango Harvest will train all supervisors, including  
23 individual Defendants Omar Hermocillo, Cindy Balderas, Patricia Medina, and Reyes Balderas,  
24 on wage and hour law and compliance. The training will be conducted within 180 days of the  
25 effective date of the Settlement Agreement between the Parties. Finally, for two years following  
26 the effective date of this settlement, Defendants Seventh Tree Farm and Durango Harvest will  
27 distribute to each employee hired by either entity, no later than the worker's first workday of each  
28 season, a copy of a one-page notice in English and Spanish that explains the workers' rights to

1 minimum wages, overtime wages, piece rate wages, and meal and rest periods. The notice also  
2 provides contact information for workers to report concerns if they believe they are not being  
3 paid correctly.

4 **C. Release of Claims Against Defendants**

5 Upon entry of the Court's Order approving the Settlement Agreement, PAGA Settlement  
6 Group Members and the State of California shall be deemed to have fully, finally, and forever  
7 waived, released, relinquished, and discharged any and all claims against the Released Parties  
8 arising during the Settlement Period for civil penalties under PAGA that were alleged or could  
9 have been alleged in the PAGA Action ("Released Claims"). The Released Claims include but  
10 are not limited to claims for PAGA penalties for alleged violations of California Labor Code  
11 sections 201, 202, 203, 205, 205.5, 210, 215, 218, 226, 226.2, 226.3, 510, 558, 558.1, 1174.5,  
12 1182.12, 1197.1, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1695 as well as all applicable  
13 Industrial Welfare Commission Wage Orders(as codified in the California Code of Regulations),  
14 and claims for attorneys' fees, costs, or interest resulting therefrom. Other than for Plaintiffs, it  
15 is also expressly understood and agreed that with respect to the aggrieved employees, this limited  
16 release would not release Defendants for alleged violations of any statute other than PAGA.

17 Additionally, upon issuance of the Court's approval of the Settlement Agreement, the  
18 sixteen individual Plaintiffs agree to a general release of claims against Defendants and the  
19 Released Parties as described in paragraph 22 of the Settlement Agreement. (Ouillette Decl.,  
20 Exhibit 1 at ¶ 22.)

21 **D. PAGA Claims Administration Process**

22 No later than thirty days after the entry of the Court's Order approving the Settlement  
23 Agreement, Defendants will pay the Settlement Amount to the Administrator and the Parties will  
24 provide the Settlement Administrator with a list of all PAGA Settlement Group Members,  
25 including their names; their last known mailing address, if any; their social security number, if  
26 known; and the number of payroll periods during the Settlement Period during which each  
27 aggrieved employee was employed.

1           The Settlement Administrator will then mail a notice of the settlement, attached as Exhibit  
2 A to the Settlement Agreement, in English and Spanish, to each PAGA Settlement Group  
3 Member, along with his or her pro rata portion of the 25 percent of the PAGA Penalties Fund.  
4 Should any of the notices and payments be returned as undeliverable, the Settlement  
5 Administrator will search for a more current address for the individual and re-mail the notice and  
6 payment to the traced address. Checks that are uncashed after a period of 120 days from the initial  
7 distribution will be void. Any funds remaining in the PAGA Penalties Fund after this time will  
8 be paid to Community Action of Ventura County, 621 Richmond Ave., Oxnard, CA 93030, as a  
9 *cy pres* beneficiary.

10 **IV. STANDARD OF REVIEW**

11           PAGA allows a private plaintiff, as an aggrieved employee, to bring a civil action  
12 personally and on behalf of other current or former employees to recover civil penalties for  
13 California Labor Code violations. (*See* Lab. Code § 2699(a).) Before bringing a civil action  
14 under the PAGA, an employee must comply with Labor Code section 2699.3. (*See id.* § 2699(a).)  
15 The aggrieved employee or representative must provide written notice of the alleged California  
16 Labor Code violations to the employer and the LWDA before commencing a lawsuit. (*See* Cal.  
17 Lab. Code § 2699.3; *see also* *Arias v. Super. Ct.* (2009) 46 Cal.4th 969, 981.)

18           The settlement of a PAGA claim requires court approval, and the proposed settlement  
19 shall be submitted to the agency when it is submitted to the court. (*See* Lab. Code § 2699(1)(2).)  
20 However, a PAGA representative claim is not considered a class action but a law enforcement  
21 action and therefore does not have to meet the requirements of a class action. (*Arias, supra*, 46  
22 Cal.4th at 980-88 (holding that a “plaintiff need not satisfy class action requirements” to assert a  
23 PAGA claim).) “[A] trial court should evaluate a PAGA settlement to determine whether it is  
24 fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law  
25 violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco*  
26 *USA, Inc.* (2021) 72 Cal.App.5th 56, 77; *see also* *O'Connor v. Uber Technologies, Inc.* (N.D. Cal.  
27 2016) 201 F.Supp.3d 1110, 1132–1133 (defining PAGA’s goals as including “benefit[ting] the  
28 public by augmenting the state's enforcement capabilities, encouraging compliance with Labor

Code provisions, and deterring noncompliance”).) In determining the fairness of a PAGA settlement, the trial court may consider factors such as “the strength of the plaintiff’s case, the risk, the state of the proceeding, the complexity and likely duration of further litigation, and the settlement amount.” (*Moniz, supra*, 72 Cal. App.5th 77.)

**V. ARGUMENT**

**A. Plaintiffs Have Satisfied the PAGA Statutory Requirements**

Plaintiffs have met the statutory requirements set forth by the PAGA. Plaintiffs mailed a written notice of the alleged California Labor Code violations to both the Defendants Seventh Tree Farm, Durango Harvest, RAC and the LWDA on January 19, 2023, and have not heard any response from the LWDA to date. (Ouillette Decl. at ¶ 4.) Plaintiffs mailed written notices of the alleged California Labor Code violations to Defendant Driscoll’s and the LWDA on February 8, 2023. (*Id.* at ¶ 5.) Through discovery, Plaintiffs discovered the existence of an additional defendant, Duji Exchange. Defendant Duji Exchange and the LWDA were provided with written notice on September 7, 2023. (*Id.* at ¶ 7.) Plaintiffs also are simultaneously submitting this proposed settlement to the LWDA when Plaintiffs submit this motion to the Court, as required pursuant to Cal. Lab. Code § 2699(1)(2). (*Id.* at ¶ 15.) Accordingly, the statutory requirements have been met.

**B. The Settlement is Fair and Reasonable, Warranting Court Approval**

The Settlement reached with Defendants fulfills the objective of the PAGA statute, paying penalties to the State of California and PAGA Settlement Group Members, ensuring compliance with the Labor Code, and deterring violations of California’s labor law. The \$71,036.00, less administrator costs, amount allocated to the PAGA Settlement Group Members is fair, reasonable and adequate. Plaintiffs allege that the estimated total liability for Defendants for the PAGA Claims was \$1,000,600.00, assuming the assessment of multiple penalties for pay periods in which multiple violations occurred. (Ouillette Decl. at ¶ 19.) Thus, the PAGA settlement represents 6% of the total possible PAGA penalties. (*Ibid.*) This PAGA allocation is within a range of penalties regularly awarded by courts. (*See Hartley v. On My Own, Inc.* (E.D. Cal., Aug. 25, 2020, No. 217CV00353KJMEFB) 2020 WL 5017608, at \*2 (approving a net PAGA

1 settlement representing approximately 3.5% of maximum potential penalties); *Rodriguez v. RCO*  
2 *Reforesting, Inc.* (E.D. Cal., Jan. 25, 2019, No. 2:16-CV-2523 WBS DMC) 2019 WL 331159, at  
3 \*5 (approving a PAGA settlement allocation representing 6% of the value of the PAGA claims);  
4 *McLeod v. Bank of America, N.A.* (N.D. Cal., Nov. 14, 2018, No. 16-CV-03294-EMC) 2018 WL  
5 5982863, at \*4 (approving a settlement that allocated \$50,000 to PAGA penalties, representing  
6 approximately 1.1% of the maximum possible value of those PAGA claims which was estimated  
7 at \$4.7 million).)

8       The total value of the settlement is substantially greater than the PAGA penalty value  
9 reflects when accounting for the settlement’s non-monetary relief. Plaintiffs believe that the  
10 trainings Defendants Seventh Tree Farm and Durango Harvest have agreed to provide will help  
11 ensure supervisors and owners of these companies understand requirements under the Labor Code  
12 and comply with the Labor Code in the future, deterring future violations. (Ouillette Decl. at ¶  
13 20.) Additionally, Plaintiffs believe that the notice of workers' rights under the Labor Code and  
14 the posting of boxes will ensure future employees understand their rights to be paid for all boxes  
15 harvested and how to report issues if they arise while employed by Defendants. (*Ibid.*)

16       Courts favor voluntary conciliation and settlement of complex litigation. (*Class Plaintiffs*  
17 *v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276.) Generally, “unless the settlement is clearly  
18 inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with  
19 uncertain results.” (*Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D.  
20 523, 526 (citation omitted).) Plaintiffs’ counsel has taken into account the risks and costs inherent  
21 in continued litigation in their assessment of this settlement. Litigating a PAGA action is  
22 inherently expensive, and even more so here because this case involves nine Defendants. Had  
23 the case not been settled, additional discovery including multiple depositions would have been  
24 conducted. The case was set for a bench trial in August of 2026 that was estimated to last 25  
25 days, which would have been very costly for all parties. (*See* Ouillette Decl. at ¶ 21.) There are  
26 also substantial risks that even if Plaintiffs prevailed on their PAGA claims at trial, the penalties  
27 awarded would be less than the maximum possible value for each possible claim. (*Ibid.*) Given  
28

1 the risk, delay, and expense inherent in ongoing litigation that raises numerous legal issues,  
2 achieving real and substantial relief now favors settlement approval. (*Id.* at ¶ 22.)

3 **C. The Court Should Approve the Award of Attorney’s Fees and Costs**

4 The \$39,750.00 allocated to Plaintiffs’ attorneys’ fees under the settlement is fair and  
5 reasonable. A prevailing employee is entitled to an award of reasonable attorneys’ fees and costs  
6 incurred in an action under PAGA. (Cal. Lab. Code § 2699(g)(1).) “The choice of a fee  
7 calculation method is generally one within the discretion of the trial court, the goal under either  
8 the percentage or lodestar approach being the award of a reasonable fee to compensate counsel  
9 for their efforts.” (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 504.) The  
10 percentage method calculates the fee as a percentage share of a recovered common fund. (*Id.* at  
11 489.) The lodestar method calculates the fee by multiplying the number of hours reasonably  
12 expended by counsel by a reasonable hourly rate. (*Ibid.*) Trial courts also retain discretion to  
13 conduct a lodestar cross-check on a percentage fee. (*Id.* at 506.)

14 Under both methods, the \$39,750 in attorneys’ fees allocated for prosecution of these  
15 claims is a reasonable amount. \$39,750 represents 15% of the total \$265,000 common fund.  
16 California state and federal courts routinely award attorneys’ fees within and above this range.  
17 (*See, e.g., Laffitte, supra*, 1 Cal.5th at 485 (affirming fee award of one-third of the common fund);  
18 *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558 (“Empirical studies show that,  
19 regardless whether the percentage method or the lodestar method is used, fee awards in class  
20 actions average around one-third of the recovery.”) (internal citation omitted).) To date,  
21 Plaintiffs’ counsel has incurred 1,428 billable hours in prosecuting these claims, amounting to  
22 over \$638,899.00 in attorneys’ fees. (*See* Ouillette Decl. at ¶ 29; Cortez Bulosan Decl. at ¶ 11.)  
23 However, Plaintiffs’ counsel only seek \$39,750.00 in fees, amounting to only 6% of their lodestar.

24 Additionally, Plaintiffs’ counsel incurred \$33,046.61 in recoverable costs as part of  
25 litigating the case. (*See* Ouillette Decl. at ¶ 32; Cortez Bulosan Decl. at ¶ 14.) Attorneys are  
26 permitted to recover their litigation costs and expenses under the common fund doctrine and  
27 PAGA. (*See Rider v. County of San Diego* (1992) 11 Cal.App.4th 1410, 1424, n.6; Cal. Lab.

Code § 2699(g)(1).) These costs were necessary to the litigation of the case and should be reimbursed.

**D. Community Action of Ventura County is an Appropriate Cy Pres Beneficiary**

Code of Civil Procedure section 384 authorizes the court to direct unclaimed funds in settlements to “nonprofit organizations or foundations to support projects that will benefit the class or similarly situated persons[.]” (Code Civ. Proc., § 384.) The Parties propose the Court designate Community Action of Ventura County as the *cy pres* beneficiary to receive funds that are not distributed to aggrieved employees. (*See* Ouillette Decl., Ex. 1, ¶ 19.) Community Action of Ventura County is a qualified designee under Section 384 because it is a nonprofit organization that serves low-income individuals in Ventura County. Thus, any unclaimed funds will benefit the group of PAGA aggrieved employees or similarly situated persons.

**VI. CONCLUSION**

Taken together, the monetary recovery for the aggrieved employees under PAGA along with the affirmative relief Defendants Seventh Tree Farm, Inc. and Durango Harvest, Inc. will implement presents a fair, reasonable, and adequate settlement given the purpose of PAGA, which is to “achieve maximum compliance with state labor laws” and “ensure an effective disincentive for employers to engage in unlawful and anticompetitive business practices.” (*Stone v. Alameda Health System* (2024) 16 Cal.5th 1040, 1082 (quoting Stats. 2003, ch. 906, § 1, subd. (a), p. 6629) (italics omitted).) This relief will disincentivize employers from engaging in unlawful and anticompetitive business practices and will protect current and future employees.

For the reasons set forth above, Plaintiffs respectfully request the Court grant approval of this settlement.

Dated: July 18, 2025

Respectfully submitted,

LEGAL AID AT WORK



Kimberly Ouillette

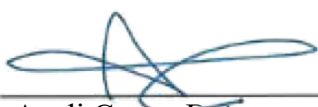
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Alexxander Campbell  
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Dated: July 18, 2025

CALIFORNIA RURAL LEGAL  
ASSISTANCE, INC



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