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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

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

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

[PROPOSED] ORDER AND JUDGEMENT APPROVING PAGA SETTLEMENT

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1 Plaintiffs filed a Motion for Approval of PAGA Settlement, which came for hearing on
2 August 13, 2025, at 8:30 AM, in Department 41 of the above-entitled Court, the Honorable Carla
3 Ortega presiding. The Court has reviewed the materials and information submitted by the Parties
4 and finds and hereby ORDERS as follows:

5 1. For purposes of the Settlement and this Order, “Action” means the representative
6 action entitled *Mina Suarez, et al. v. Seventh Tree Farm, Inc, et al.*, Case No. 2023CUOE007871
7 filed by Plaintiffs against the above-named Defendants on April 17, 2023, in the Superior Court
8 of the State of California, County of Ventura.

9 2. Consistent with the definitions provided in the Settlement, the term “Aggrieved
10 Employees” means all non-exempt employees of Durango Harvest, Inc. and/or Seventh Tree
11 Farm, Inc. who worked at any time from January 19, 2022 through July 8, 2022.

12 3. For purposes of the Settlement in this Order, “Settlement” refers to the settlement
13 entered into between Plaintiffs and Defendants on or about July 18, 2025.

14 4. All other capitalized terms not defined herein shall have the same meaning as in
15 the Parties’ Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Kimberly
16 Ouillette.

17 5. Upon the Effective Date:

18 a. Plaintiffs, all Aggrieved Employees, and the State of California and all
19 applicable departments, agencies, and commissions shall fully release and
20 forever discharge any and all claims against the Released Parties arising
21 during the Settlement Period for civil penalties under PAGA that were
22 alleged or could have been alleged in the PAGA Action (“Released
23 Claims”). The Released Claims include but are not limited to claims for
24 PAGA penalties for alleged violations of California Labor Code sections
25 201, 202, 203, 205, 205.5, 210, 215, 218, 226, 226.2, 226.3, 510, 558,
26 558.1, 1174.5, 1182.12, 1197.1, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,
27 and 1695 as well as all applicable Industrial Welfare Commission Wage
28

1 Orders(as codified in the California Code of Regulations), and claims for
2 attorneys' fees, costs, or interest resulting therefrom.

3 b. Plaintiffs and each of their respective spouses, representatives, agents,
4 attorneys, heirs, administrators, successors, and assigns generally and fully
5 release and forever discharge Defendants and the Released Parties from all
6 claims, complaints, costs, damages, demands, expenses, and liabilities of
7 any nature and under any legal theory of liability whatsoever, arising from
8 or relating to any transaction or occurrence, including, but not limited to
9 all claims that were, or reasonably could have been, alleged, based on the
10 facts contained, in the Operative Complaint and all PAGA claims that
11 were, or reasonably could have been, alleged based on facts contained in
12 the Operative Complaint or Plaintiffs' PAGA Notices (collectively
13 "Plaintiffs' Released Claims"). Plaintiffs' Released Claims do not extend
14 to any claims or actions to enforce this Agreement, or to any claims for
15 vested benefits, unemployment benefits, disability benefits, social security
16 benefits, workers' compensation benefits that arose at any time, or based
17 on occurrences outside the Class Period. Plaintiffs acknowledge that
18 Plaintiffs may discover facts or law different from, or in addition to, the
19 facts or law that Plaintiffs now know or believe to be true but agree,
20 nonetheless, that Plaintiffs' Released Claims shall be and remain effective
21 in all respects, notwithstanding such different or additional facts or
22 Plaintiffs' discovery of them.

23 c. Plaintiffs, all Aggrieved Employees, and the State of California will be
24 forever barred from pursuing against Defendants and the Released Parties
25 any and all claims for PAGA civil penalties under the Labor Code, the
26 Industrial Welfare Commission's wage orders, and/or other provisions of
27 law that were alleged or that could have been alleged in the PAGA Action
28 with respect to the Aggrieved Employees.

1 6. All Aggrieved Employees and all Released Claims are covered by and included
2 within the Settlement and this Final Order.

3 7. The material terms of the Settlement include:

- 4 a. Seventh Tree Farm, Inc. and Durango Harvest, Inc. will adhere to
5 California Labor Code requirements and provide training to all supervisors
6 regarding wage and hour law and compliance;
7 b. The Total Settlement Amount is \$265,000.00;
8 c. \$121,167.39 will be allocated to the sixteen Plaintiffs in this action in
9 settlement of the Plaintiffs' Released Claims;
10 d. Plaintiffs' Counsel will be awarded \$39,750 in attorneys' fees, as well as
11 reasonable costs incurred which total \$33,046.61;
12 e. Costs to administer the settlement, which the Settlement Administrator has
13 agreed will be no greater than \$7,650.00, to be paid to Apex Class Action
14 LLC, the Settlement Administrator;
15 f. \$63,386.00 will be split between the State of California and the Aggrieved
16 Employees as prescribed by PAGA as follows: \$47,539.50, or 75%, will
17 be remitted to the State of California; the remaining \$15,846.50, or 25%,
18 will be remitted to the Aggrieved Employees. The Settlement
19 Administrator shall allocate these amounts as directed in the Settlement
20 Agreement.

21 8. Pursuant to the Settlement Agreement, after 120 calendar days after the PAGA
22 Payments, any funds from uncashed settlement checks will be paid to Community Action of
23 Ventura County as a *cy pres* beneficiary.

24 9. Because this is a PAGA-only Settlement, the process for approval is
25 straightforward: "The superior court shall review and approve any settlement of any civil action
26 filed pursuant to this part." (Labor Code section 2699(l)(2).)

27 10. The Court finds that the Settlement is fair, adequate, reasonable, and consistent
28 with the purposes of PAGA.

1 11. The Court finds that the form of the Notice Letter attached as **Exhibit A** to this
2 Judgment is adequate and reasonable, and ORDERS that the Notice Letter be provided to the
3 Aggrieved Employees in the aforementioned form.

4 12. The Court is not making any findings as to the merits of Plaintiffs' claims and
5 nothing herein is intended or will be construed as an admission of liability or wrongdoing by
6 Defendants.

7 13. Consistent with the foregoing the Settlement Administrator selected by the Parties
8 is hereby ORDERED to distribute the Settlement Amount as indicated above and in the
9 Settlement Agreement.

10 14. Plaintiffs shall submit a copy of this Order to the LWDA within ten (10) days of
11 entry of this Order.

12 15. The terms of the Agreement and this Order and Judgment are binding on Plaintiffs,
13 the State of California, and all Aggrieved Employees, as well as their respective heirs, executors
14 and administrators, successors and assigns, and any other persons or entities acting on their behalf,
15 and those terms shall have res judicata, collateral-estoppel, and other preclusive effect in all
16 pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such
17 persons, to the extent those claims, lawsuits, or other proceedings constitute Released Claims as
18 set forth in the Agreement. Notwithstanding any other provision in the Agreement, the Agreement
19 and this Order and Judgment may be filed in any action against or by Defendants or the Released
20 Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith
21 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim
22 preclusion, issue preclusion, or similar defense or counterclaim.

23 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Judgment shall be
24 entered in accordance with this Order and the Settlement Agreement, that this Action is dismissed
25 with prejudice, and that the Court retains jurisdiction, including pursuant to California Code of
26 Civil Procedure section 664.6, over the Parties to enforce the Settlement.

27
28 DATED: _____

Judge of the Superior Court

EXHIBIT A

<<DATE>>

(TO BE TRANSLATED INTO SPANISH BY THE ADMINISTRATOR)

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS>>

**Re: Payment from *Carmen Mina Suarez, et al. v. Seventh Tree Farm, Inc., et al.*
Ventura County Superior Court, Case No. 2023CUOE007871**

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Carmen Mina Suarez, et al. v. Seventh Tree Farm, Inc., et al.*, Ventura County Superior Court, Case No. 2023CUOE007871 (“PAGA Action”).

The PAGA Action was filed against Seventh Tree Farm, Inc., Durango Harvest, Inc., Omar Hermocillo, Cindy Balderas, Patricia Medina, Reyes Balderas, Duji Exchange, LLC, Reiter Affiliated Companies, LLC, and Driscoll’s, Inc. (“Defendants”) under the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”). The PAGA Action was brought by former employees on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the PAGA Action was brought.

Plaintiffs in the PAGA Action claim Defendants owe civil penalties under PAGA for alleged violations of the California Labor Code. Defendants dispute all of the allegations in the PAGA Action and deny they engaged in any of the alleged misconduct. In agreeing to enter into this Settlement, Defendants do not admit they are liable in any way for any violations of the California Labor Code, or for any penalties, and have denied and disputed all of the contentions in the PAGA Action.

The Court has not decided the merits of the claims or defenses, but it has approved the settlement of the representative PAGA claims the Parties reached. This Settlement covers all non-exempt employees of Durango Harvest, Inc. and/or Seventh Tree Farm, Inc. who worked at any time from January 19, 2022 through July 8, 2022 (“Aggrieved Employees”). A portion of the civil-penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency (“LWDA”). Another portion of the civil-penalty settlement amount goes to the Aggrieved Employees.

Pursuant to the Settlement, enclosed is a check for your share of the settlement. This check will remain valid for 120 calendar days from the date of issuance. Please note that no deductions or withholdings have been made from your settlement payment, and that you are responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 may be issued). If you do not cash your check within 120 calendar days of issuance, the check will be cancelled. Any funds that remain undeposited will be provided to Community Action Ventura County.

If you are employed by any of the Defendants, or seek employment by any of the Defendants, your decision to cash the check will not affect your employment in any way.

While you were not a party to the PAGA Action, you and the State of California are bound by the judgment that has been approved by the Court, including the release contained in the Settlement. The release includes all claims for civil penalties under PAGA that were alleged or could have been alleged in the PAGA Action or in the PAGA Notices submitted to the LWDA in connection with the PAGA Action, including any such claims for attorneys' fees, costs, or interest, for the time period covering January 19, 2022 through July 8, 2022.

If you have further questions about this settlement, please contact the third-party settlement administrator at: [\[Administrator contact information\]](#).