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Erika Perez Paredes on behalf of herself
and all similarly aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

ERIKA PEREZ PAREDES, on behalf of
herself and all similarly aggrieved
employees,

Plaintiff,

v.

CONSTANT STAFFING, LLC; DEL
MONTE FRESH PRODUCE N.A., INC.;
MANN PACKING CO., INC.; and DOES
1 through 50, inclusive,

Defendants.

Case No. 23CV002616

(Assigned to the Honorable Ian A. Rivamonte,
Dept. 14)

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: February 20, 2026

Time: 8:30 A.M.

Dept.: 14

Action Filed: July 20, 2023

Trial Date: None Set

1 Plaintiff Erika Perez Paredes (“Plaintiff”) and Defendants Constant Staffing, LLC, Del
2 Monte Fresh Produce N.A., Inc., and Mann Packing Co., Inc. (collectively, “Defendants”)
3 (together with Plaintiff, the “Parties”) have entered into the Joint Stipulation of Class and PAGA
4 Settlement (“Stipulation” or “Agreement”) to settle the above-captioned class action subject to
5 the Court’s approval (the “Settlement”).

6 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
7 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
8 submitted, and the presentations made in connection with the Motion which came on for hearing
9 on February 20, 2026.

10 **I. BACKGROUND**

11 On August 11, 2023, Plaintiff filed a class action complaint in the Superior Court of
12 California, County of Monterey. On December 4, 2023, Plaintiff filed the First Amended
13 Complaint to add representative claims for violation of the Private Attorneys General Act
14 (“PAGA”). On March 21, 2024, Plaintiff filed a Second Amended Complaint.

15 On April 29, 2025, Plaintiff filed the Third Amended Complaint (“TAC”). The TAC is
16 the operative complaint and asserts class and PAGA claims for: (1) failure to provide meal
17 periods or compensation in violation of Labor Code §§ 226.7, 512, and 1198; (2) failure to
18 provide rest periods or compensation in violation of Labor Code §§ 226.7 and 1198; (3) failure
19 to pay minimum, regular, and overtime wages and reporting time pay in violation of Labor Code
20 §§ 201-204, 510, 558, 1174, 1194, and 1198; (4) failure to provide accurate itemized wage
21 statements in violation of Labor Code §§ 226, 1174, and 1175; (5) failure to pay all wages upon
22 separation of employment in violation of Labor Code §§ 201, 202, and 203; (6) failure to
23 reimburse work-related expenses in violation of Labor Code § 2802; (7) violation of Labor Code
24 § 2698, *et seq.*; and (8) unfair business practices in violation of Business & Professions Code §
25 17200, *et seq.* (“UCL”).

26 **A. Class Members**

27 The “Class” is defined as “(1) All current and former non-exempt unionized employees
28 that were employed directly by Mann in California at any time between August 11, 2019 through

1 preliminary approval, excluding the period of time covered and released by the prior settlement
2 in *Anguiano v. Mann Packing Co., Inc.*, Monterey County Superior Court Case No.
3 19CV001178, for the individuals covered by that prior settlement, and (2) all current and former
4 non-exempt employees of Constant that were assigned to work at Mann or Del Monte in
5 California at any time during the Class Period.”

6 The Class Period is the period commencing on August 11, 2019, and ending on the date
7 when preliminary approval is granted by the Court (August 18, 2025).

8 **B. Operation of the Settlement**

9 Pursuant to the Preliminary Approval Order, this Court conditionally certified the Class
10 and granted preliminary approval of the Settlement. The Preliminary Approval Order also
11 approved of the proposed form of class notice and notice plan. The Court entered the
12 Preliminary Approval Order after review and consideration of the pleadings filed in connection
13 therewith, and the oral presentations made by counsel at the hearing.

14 In compliance with the Preliminary Approval Order, the Notice of Pendency of Class
15 Action and Proposed Settlement (“Class Notice”) was sent to all Class Members via first class
16 mail. The notice dissemination process was timely completed.

17 This Court finds that the Settlement appears to be the product of serious, informed, non-
18 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
19 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
20 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
21 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
22 approval of a class action settlement under California law. Under the provisions of California
23 Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by
24 the California state court in *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court
25 has discretion to certify a class where:

26 [Q]uestions of law or fact common to the members of the class
27 predominate over any questions affecting only individual members,
28 and that a class action is superior to the available methods for the
fair and efficient adjudication of the controversy...Fed. R. Civ.

Proc. 23.

Certification of a settlement class is the appropriate judicial device under these circumstances.

Based on the foregoing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

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

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representative, the Participating Class Members, and Defendants.

3. The Court finds that the dissemination of the Class Notice disseminated to the Class Members, constituted the best notice practicable under the circumstances to all persons within the definition of the Class, and fully met the requirements of California law and due process under the United States Constitution. No objections were received by the Parties or the Court through the date of this Order. The Court finds that no Class Members submitted a request for exclusion from the Settlement as determined by the Settlement Administrator.

4. The Court approves the settlement of the above-captioned action, as set forth in the Stipulation, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the Stipulation.

5. Except as otherwise provided in the Stipulation, the Parties are to bear their own costs and attorneys' fees.

6. The Court hereby certifies the following Class for settlement purposes only: (1) All current and former non-exempt unionized employees that were employed directly by Mann in California at any time between August 11, 2019 through preliminary approval, excluding the period of time covered and released by the prior settlement in *Anguiano v. Mann Packing Co., Inc.*, Monterey County Superior Court Case No. 19CV001178, for the individuals covered by that prior settlement, and (2) all current and former non-exempt employees of Constant that were assigned to work at Mann or Del Monte in California at any time during the Class Period.

7. With respect to the Class and for purposes of approving the Settlement only and

1 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
2 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
3 questions of law or fact common to the Class, and there is a well-defined community of interest
4 among members of the Class with respect to the subject matter of the claims in the Litigation; (c)
5 the claims of the Class Representative are typical of the claims of the members of the Class; (d)
6 the Class Representative has fairly and adequately protected the interests of the members of the
7 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
8 controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are
9 qualified to serve as counsel for the Plaintiff in her individual and representative capacity and for
10 the Class.

11 8. Defendants shall fund \$1,287,666.67 of the total Gross Settlement Amount
12 pursuant to the terms of the Stipulation.

13 9. The Court approves the Individual Settlement Payment amounts, which shall be
14 distributed pursuant to the terms of the Stipulation.

15 10. The \$1,287,666.67 Gross Settlement Amount shall be used to pay (a) Class
16 Counsel attorneys' fees in the amount of \$429,222.22 and reimbursement of costs in the amount
17 of \$29,191.67; (b) an incentive payment to Class Representative Erika Perez Paredes for
18 prosecuting this action on behalf of the Class in the amount of \$5,000.00; (c) \$37,500.00, which
19 represents 75% of the PAGA Payment, to be paid to the LWDA for PAGA penalties; (d)
20 \$12,500.00, which represents 25% of the PAGA Payment, to be paid to PAGA Group Members
21 for PAGA penalties; (e) \$26,950.00 to the settlement administrator Phoenix Settlement
22 Administrators for its fees and costs relating to the settlement administration process. The Court
23 finds that these amounts are fair and reasonable. The allocation and distribution of these
24 amounts from the Gross Settlement Amount shall be performed by the Settlement Administrator
25 pursuant to the terms of the Stipulation.

26 11. As of the date of this Order, all Class Members are hereby deemed to have waived
27 and released all Released Claims against the Released Parties as fully set forth in the Stipulation.
28 Pursuant to the Stipulation, "Released Claims" is defined as "all claims or causes of action

1 alleged or that could have reasonably been alleged in the operative complaint based on or arising
2 from the facts and theories alleged in the Action through the Class Period, as it relates to work
3 performed at Mann’s and Del Monte’s facilities in California, including but not limited to claims
4 under Cal. Labor Code §§ 201-204, 216, 218, 218.5, 221, 223, 225.5, 226, 226.7, 233, 510, 512,
5 558, 1174, 1175, 1194, 1197, 1198, 1199, 2802, the applicable IWC Wage Order, and the Cal. &
6 Prof Bus. Code § 17200 *et seq.*, based on failure to provide meal periods, failure to provide rest
7 periods, failure to pay premiums including with respect to the rate at which such premiums are
8 paid, failure to pay minimum, regular, and overtime wages including with respect to the rate at
9 which such wages are paid, failure to pay reporting time pay, failure to provide accurate itemized
10 wage statements, failure to pay wages upon termination, and failure to reimburse for business
11 expenses. In addition, all PAGA Group Members are hereby deemed to have waived and
12 released all Released PAGA Claims against the Released Parties. “Released PAGA Claims” is
13 defined as “all claims that accrued during the PAGA Period that were alleged in Plaintiff’s
14 PAGA notice to the LWDA, as well as claims that could have been pled arising out of the same
15 operative facts, for civil penalties under the California Private Attorneys’ General Act predicated
16 on violations of Cal. Labor Code §§ 201-204, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226,
17 226.7, 233, 510, 512, 558, 1174, 1175, 1194, 1197, 1198, 1199, and 2802 and the applicable
18 IWC Wage Order,” as set forth in the Stipulation. The Settlement is not an admission of liability
19 or wrongdoing by Defendants, nor is this Order a finding of the validity of any claims in the
20 action or of any fault, omission, or wrongdoing by Defendants.

21 12. The Court hereby enters final judgment in this case in accordance with the terms
22 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
23 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
24 over the action and the Parties, including all Participating Class Members, for purposes of
25 enforcing and interpreting this Order and the Settlement.

26 13. The Court sets a hearing to confirm the distribution of the Settlement as set forth
27 herein for _____, 2026, at 8:30 a.m. The Parties shall submit a declaration from the
28 Administrator regarding the distribution of the Settlement no later than 15 days before the

1 hearing, and shall include a statement that any unclaimed funds have been distributed to the *cy*
2 *pres* recipient, as provided by the Settlement.

3 **IT IS SO ORDERED AND ADJUDGED.**

4
5 DATED: _____

6 HON. IAN A. RIVAMONTE
7 SUPERIOR COURT OF CALIFORNIA
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