

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
3 Daniel Jonathan (SBN 262209)
Daniel.Jonathan@capstonelawyers.com
4 Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
5 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Mark Yablonovich (SBN 186670)
Mark@yablonovichlaw.com
9 Monica Balderrama (SBN 196424)
Monica@yablonovichlaw.com
10 LAW OFFICES OF MARK YABLONOVICH
9465 Wilshire Boulevard, Suite 300
11 Beverly Hills, California 90212-2511
Telephone: (310) 286-0246
12 Facsimile: (310) 407-5391

13 Attorneys for Plaintiff Daniel Camacho

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

16 DANIEL CAMACHO, as an aggrieved
employee pursuant to the Private Attorneys
17 General Act ("PAGA"), on behalf of the State of
California and other non-party Aggrieved
18 Employees,

19 Plaintiff,

20 vs.

21 AZCONA HARVESTING, LLC, a California
22 limited liability company; AZCONA AG
MANAGEMENT, a California corporation; and
23 SO MO CO LABOR SUPPLY, a California
corporation; and DOES 1 through 10, inclusive,

24 Defendants.
25
26
27
28

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 09/05/2025
By Deputy: Conder, Perla

Case No. 24CV000079

Assigned to the Hon. Thomas W. Wills

~~(PROPOSED)~~ ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT

Date: September 5, 2025

Time: 8:30 a.m.

Place: Department 15

Complaint Filed: January 5, 2024

Trial Date: Vacated due to settlement

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

3
4
5
6

7
8

9
10

11
12
13
14
15
16

17
18
19
20
21
22
23

24
25
26

27
28

1 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
2 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
3 concession, or liability whatsoever by or against Defendant.

4 8. The Court approves the gross settlement amount of \$225,000. After deducting the
5 approved amounts for attorneys' fees and costs, service award, and settlement administration costs, the
6 net settlement amount of \$126,564.49 will be allocated as follows: Seventy-Five Percent (75%), or
7 approximately \$94,923.37, shall be paid to the California Labor and Workforce Development Agency,
8 and the remaining Twenty-Five Percent (25%), or approximately \$31,641.12, shall be paid to Aggrieved
9 Employees.

10 9. The Court hereby awards a total of \$75,000 in attorneys' fees and \$6,435.51 costs to
11 Plaintiff's Counsel, Capstone Law APC and the Law Offices of Mark Yablonovich.

\$5,000.

12 10. The Court approves a Service Award of ~~\$10,000~~ to Daniel Camacho.

13 11. The Court appoints Phoenix Settlement Administrators to serve as the Settlement
14 Administrator, and approves Settlement Administration Costs of \$7,000.

15 12. Plaintiff shall file a declaration from the Settlement Administrator regarding the
16 completion of settlement administration activities no later than May 1, 2026, as well as an amended
17 judgment regarding the distribution of unclaimed residuals to the California Farmworker Foundation.

18 The Court sets a ~~non appearance~~ compliance hearing for May 15, 2026, at which time the Court will
19 No appearance necessary if proof of disbursement of all funds is filed prior to that date.
consider evidence that the distribution process is complete and that a final accounting may be approved.

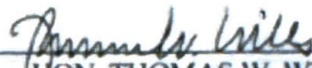
20 13. This Judgment shall be binding on all Aggrieved Employees and the State of California,
21 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
22 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
23 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
24 under PAGA is binding not only on the named employee plaintiff but also on state labor law
25 enforcement agencies and any aggrieved employee not a party to the proceeding).

26 14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
27 and continuing jurisdiction under California Code of Civil Procedure section 664.6, over the above-
28 captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

1 15. This document shall constitute a judgment under California Code of Civil Procedure
2 section 664.6.

3
4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

5 Date September 5, 2025



HON. THOMAS W. WILLS
Monterey County Superior Court Judge