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Attorneys for Plaintiff
Candelaria Garcia

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

CALDELARIA GARCIA, individually and on behalf of all others similarly situated, Plaintiff, vs. BELL-CARTER OLIVE PACKING COMPANY, INC., a California corporation; and DOES 1 through 10, inclusive, Defendants	Case No. C23-03218 REPRESENTATIVE ACTION **NOTICE OF ENTRY OF ORDER AND JUDGMENT** Action Filed: December 20, 2023 Trial Date: Not Set

TO EACH PARTY AND EACH ATTORNEY OF RECORD IN THIS ACTION:

PLEASE TAKE NOTICE that on August 05, 2026, Department 16 of the Contra Costa County Superior Court, located at 725 Court St, Martinez, CA 94553 entered an ORDER GRANTINGPLAINTIFF'S MOTION TO APPROVEPAGA SETTLEMENT. A true and correct copy of the Court's ORDER GRANTINGPLAINTIFF'S MOTION TO APPROVEPAGA SETTLEMENT is attached hereto as "Exhibit A." Additionally, on July 23, 2026, Department 16 of the Contra Costa County Superior Court, located at 725 Court St, Martinez, CA 94553 entered a JUDGMENT. A true and correct copy of the Court's JUDGMENT is attached hereto as "Exhibit B."

Respectfully submitted,

Dated: August 11, 2026

MOON LAW GROUP, PC

By: ______________________________

Kane Moon
Allen Feghali

Attorneys for Plaintiff

EXHIBIT A

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FILED
AUG 05 2026
S. LIND CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By K. Jinkerson

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

CALDELARIA GARCIA, individually and on behalf of all others similarly situated, Plaintiff, v. BELL-CARTER OLIVE PACKING COMPANY, INC., a California corporation; and DOES 1 through 10, inclusive, Defendants.	Case No.: C23-03218 **[Hon. Benjamin T. Reyes II, Dept 16]** **[~~PROPOSED~~] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT** ****Per the attached Tentative Ruling** *[Filed with (1) Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement, (2) the Declaration of Kane Moon, (3) the Declaration of Jodey Lawrence, and (4) [Proposed] Judgment]* PAGA APPROVAL HEARING: Date: **7/22/26** Time: **9:00 A.M.** Dept.: **16** Complaint Filed: December 20, 2023 Trial date: Not set

~~[PROPOSED]~~ ORDER

Plaintiff Candelaria Garcia ("Plaintiff") seeks approval of a PAGA Settlement Agreement (the "PAGA Settlement") entered into with Defendant Bell-Carter Olive Packing Company, Inc. ("Defendant" or "Bell-Carter") (together, the "Parties") in full resolution of the above-captioned litigation (the "Action").

The Court having duly considered Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement ("Motion"), the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order, refers to all defined terms and provisions as set forth in the PAGA Settlement, which is attached as "**Exhibit 1**" to the Declaration of Kane Moon in Support of Plaintiff's Motion filed herewith.

2. The Court hereby GRANTS the Motion, and the PAGA Settlement is hereby accepted and approved.

3. The Covered Claims shall bind the following individuals ("Aggrieved Employees" or "PAGA Members"): All current or former non-exempt/hourly-paid employees who are or previously were employed by Defendant in the State of California from December 17, 2022 through the date the number of pay periods reaches no more than 9,474, or the Court signs an order approving the PAGA Settlement, whichever is earlier.

4. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement. The California Labor and Workforce Development Agency (the "LWDA") was provided with notice of the PAGA Settlement via its online submission process, and no objection has been received to the PAGA Settlement from the LWDA.

5. The obligations set forth in the PAGA Settlement are deemed part of this Order, and the Parties and Administrator are ordered to carry out the PAGA Settlement according to its terms and provisions.

6. Release by all PAGA Members. Upon Defendant's funding of the Total Settlement Amount and except as to the right to enforce the terms and conditions of the Settlement, Plaintiff, on behalf of herself and the State of California, and all PAGA Members, hereby fully release and the Released Parties from the Covered Claims: (PAGA Settlement, ¶ 5.7.a.)

a. The Covered Claims are any and all claims for PAGA penalties, of whatever kind or nature, which occurred during the PAGA Period that were alleged, or that reasonably could have been alleged (including claims for alleged violations of Labor Code section 227.3 for failure to pay all vacation wages at termination and Labor Code section 204 for failure to pay all earned wages twice per month), based on the facts alleged in the Operative Complaint and Plaintiff's LWDA Letter, regardless of theory of recovery. The release thus includes claims for PAGA penalties based on violations of the California Labor Code up to and including 201, 201.3, 201.5, 201.6, 201.7, 201.8, 201.9, 202, 203, 203.1, 203.5, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, , 2802, 2698, and 2699 et seq., and the applicable Wage Orders, regardless of theory of recovery, that occurred during the PAGA Period. The release as to the State of California and Aggrieved Employees only covers claims that arise under PAGA, and does not cover an Aggrieved Employee's individual Labor Code claims. PAGA Members do not release claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims, and PAGA claims outside of the PAGA period. This release will have a preclusive effect on the rights of Aggrieved Employees to bring released PAGA claims on behalf of the State of California to the fullest extent permissible under applicable law. In consideration for their awarded PAGA Counsel's fees and costs, and absent a material breach of this Settlement, PAGA Counsel waives any and all claims to any further attorneys' fees, costs, and expenses in connection with the Action. This release by all PAGA Members, including Plaintiff, shall be referred to as "Released PAGA Claims." (*Id.* at ¶ 5.7.b.)

b. "Released Parties" means Defendant and all of its present and former parent companies, subsidiaries, affiliates, owners, investors, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, clients, customers, and assigns. (*Id.* at ¶ 3.21.)

7. The PAGA Settlement is not an admission by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the PAGA Settlement, nor any document referred to herein, nor any action taken to carry out the PAGA Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

8. Defendant shall pay the LWDA, Aggrieved Employees, PAGA Counsel, and the Settlement Administrator pursuant to the terms of the PAGA Settlement:

a. A payment in the amount of $58,591.35, which is 75% of the PAGA Payment of $78,121.80, payable to the LWDA for civil penalties, pursuant to PAGA;

b. A payment in the amount of $19,530.45, which is 25% of the PAGA Payment of $78,121.80, payable to the PAGA Members on a pro rata basis for civil penalties, pursuant to PAGA;

c. An award of $50,000.00, payable to PAGA Counsel, for reasonable attorneys' fees, pursuant to PAGA, 10% of which shall be withheld by the Settlement Administrator pending satisfactory compliance of distribution of the funds as found by the Court;

d. An award of $17,128.20, payable to PAGA Counsel, for reasonable attorneys' costs, pursuant to PAGA; and

e. A payment in the amount of $4,750.00 payable to the Settlement Administrator, for settlement of administration costs.

9. The Court approves of the Notice of PAGA Settlement attached to the PAGA Settlement as "**Exhibit A**" to be sent by the Settlement Administrator to the PAGA Members along with their respective Individual PAGA Payment.

10. The Court appoints Moon Law Group, PC as PAGA Counsel.

11. The Court appoints Phoenix Class Action Administration Solutions as the Administrator.

12. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the PAGA Settlement and approved by the Court. Defendant and the Released Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or for any other charge, expense, or liability relating to the Released PAGA Claims and shall be released from all claims as set forth in the PAGA Settlement and in this Order.

13. This Action is dismissed with prejudice.

14. Pursuant to California Code of Civil Procedure section 664, this Court will retain jurisdiction over this Action and over all Parties, to the fullest extent necessary to enforce and effectuate the terms and intent of the Settlement.

15. The Court sets a Compliance Hearing re: Distribution on January 20, **2027 at** 9:00 **a.m./p.m. in Department 3~~9~~**16. PAGA Counsel are ordered to file a final report and declaration by the Settlement Administrator regarding settlement distribution no later than one week prior to the Compliance Hearing.

IT IS SO ORDERED.

DATED: AUG 03 2026

Hon. Benjamin T. Reyes II
Judge of the Contra Costa County Superior Court

14. 9:00 AM CASE NUMBER: C23-03218
CASE NAME: CALDELARIA GARCIA VS. BELL-CARTER OLIVE PACKING COMPANY, INC.
***HEARING ON MOTION IN RE: APPROVAL OF PAGA SETTLEMENT**
FILED BY: GARCIA, CALDELARIA
****TENTATIVE RULING:****

Summary
Plaintiff Candelaria Garcia ("Plaintiff") seeks approval of a PAGA Settlement Agreement (the "PAGA Settlement") entered into with Defendant Bell-Carter Olive Packing Company, Inc. ("Defendant" or "Bell-Carter") (together, the "Parties") in full resolution of the above-captioned litigation (the "Action"). The Motion is unopposed and is **granted**. No appearance is required at the hearing on July 22, 2026.

Background
The proposed PAGA Settlement represents a non-reversionary, all-inclusive gross settlement of $150,000.00 to resolve claims for civil penalties pursuant to the California Private Attorneys General Act (Labor Code sections 2698, et seq.). The settlement was reached following a full day of mediation with experienced neutral Michael Ludwig, Esq., and subsequent negotiations between Plaintiff and Bell-Carter. The settlement resolves Plaintiff's PAGA claims alleging Defendant's failure to pay all minimum and overtime wages, failure to provide meal periods and authorize rest breaks, failure to indemnify necessary business expenses, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements.

The PAGA Settlement defines the aggrieved employees or "PAGA Members" as all current or former non-exempt/hourly-paid employees employed by Defendant in California from December 17, 2022 through the date the number of pay periods reaches no more than 9,474, or the date the Court signs an order approving the settlement, whichever is earlier (the "PAGA Period"), with the Parties anticipating an end date of May 3, 2025. The Covered Claims include any and all claims for PAGA penalties of whatever kind or nature which occurred during the PAGA Period that were alleged, or that reasonably could have been alleged, including claims for alleged violations of various Labor Code provisions. Upon Defendant's funding of the Total Settlement Amount, Plaintiff, on behalf of herself and the State of California, and all PAGA Members, shall fully release the Released Parties from the Covered Claims.

The Total Settlement Amount of $150,000.00 shall be allocated as follows: The PAGA Payment totals $78,121.80, which shall be distributed with seventy-five percent ($58,591.35) paid to the California Labor and Workforce Development Agency (LWDA) and twenty-five percent ($19,530.45) distributed to the estimated 229 PAGA Members. PAGA Members will receive their proportional share via check accompanied by a letter explaining the settlement, with checks remaining valid and negotiable for one hundred eighty (180) calendar days from issuance. Any uncashed checks following this period shall be forwarded to the State of California's unclaimed property fund in the name of the respective PAGA Member. The LWDA has been provided notice of the proposed settlement and has not made any objections thereto.

PAGA Counsel, Moon Law Group, PC, seeks approval of attorneys' fees in the amount of one-third of the Total Settlement Amount, estimated at $53,333.33. This fee award represents compensation for counsel's work in prosecuting this action, including investigation of the claims, litigation, and settlement negotiations. The requested fee is consistent with the contingent risk undertaken by counsel and the results achieved for the LWDA and PAGA Members.

PAGA Counsel also seeks reimbursement of actual litigation costs up to a maximum of $25,000.00, with costs currently incurred totaling $17,128.20. These costs include $8,280.00 for Plaintiff's statistician expert, which was necessary to assist in assessing Defendant's realistic exposure; $7,000.00 for Plaintiff's share of the mediation fee (half of the total $14,000.00 mediation cost); and $1,848.20 for filing fees, service fees, and other litigation expenses necessarily and reasonably incurred, including the $75.00 PAGA filing fee and $1,494.53 initial complaint filing fee.

The Parties have jointly appointed Phoenix Class Action Administration Solutions as the neutral Settlement Administrator to administer this settlement. The Settlement Administrator shall be paid administration costs not to exceed $6,000.00, with the Administrator having submitted a not-to-exceed bid of $4,750.00 for its fees and expenses. The Settlement Administrator shall be responsible for distributing the PAGA Members' share of the settlement and ensuring uncashed funds are properly forwarded to the State's unclaimed property fund.

Defendant shall fund the Total Settlement Amount within ten (10) calendar days after the Effective Date by payment to the Settlement Administrator. The settlement is non-reversionary, meaning all funds paid into the settlement shall be distributed regardless of the number of claims submitted or cashed. The settlement reflects the product of arm's-length negotiations between experienced wage and hour counsel, following sufficient investigation to evaluate the relative strength and value of the PAGA claims, and represents a reasoned compromise based on the risks, expense, complexity, and likely duration of further litigation.

The Court is requested to: (1) approve the PAGA Settlement Agreement; (2) appoint Moon Law Group, PC as PAGA Counsel and approve the requested PAGA Counsel Fees and Costs; (3) appoint Phoenix Class Action Administration Solutions as the Settlement Administrator and approve the Settlement Administration Costs; (4) approve the release of the Released PAGA Claims by the LWDA and the PAGA Members; (5) direct consummation of the PAGA Settlement pursuant to its terms and provisions; (6) dismiss the Action with prejudice and enter Judgment; and (7) retain jurisdiction over the Action and over all Parties to the fullest extent necessary to enforce and effectuate the terms and intent of the PAGA Settlement.

Analyses

PAGA allows an "aggrieved employees" to bring a civil action on behalf of himself or herself, other aggrieved employees and the State to recover civil penalties which, outside of PAGA, only the LWDA can collect from an employer. Cal. Labor Code § 2699(a). The settlement of a PAGA action requires court approval. See Cal. Labor Code § 2699(l)(2). In reviewing a PAGA settlement, the Court need only ensure that "a negotiated resolution is fair to those affected." *Williams v. Sup. Ct.*, (2017). 3 Cal.5th 531, 549 The court's focus is not the monetary amount which aggrieved employees or the State stand to receive, but on whether the total amount achieves PAGA's objective - "to incentive private parties to recover civil penalties for the government that otherwise may not have been assessed and collective by overburdened state enforcement agencies." *See Ochoa-Hernandez v. CJADERS Foods, Inc.*, 2010 WL 1340777 (N.D. Cal. Apr. 2, 2010) (citing *Arias v. Sup. Ct.*, (2009)). 46 Cal.4th 969, 986). Penalties recovered under PAGA are, in part, to "be distributed to the [LWDA] for enforcement of labor laws [] and for education of employers and employees about their rights and responsibilities under this code [].to supplement the funding to the agency for those purposes." See Cal. Labor Code § 2699(j).

Because a PAGA claim is effectively considered a law enforcement action, it does not have to meet the requirements of a class action. *Arias, supra*, 46 Cal. 4th at 980-988 (affirming lower court's holding that "plaintiff need not satisfy class action requirements" to assert a PAGA claim). Moreover, because PAGA claim is "a statutory action for penalties brought as a proxy for the State," "there is no need to protect absent employees' due process rights[.]" *Williams, supra*, 3 Cal.5th at 546. "PAGA does not make other potentially aggrieved employees parties" to the action and no "due process concerns arise under PAGA because absent employees do not own a personal claim for PAGA civil penalties and whatever personal claims the absent employees might have for relief are not at stake." Id. at 546-47. 17 Accordingly, "[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim."

However, since this matter proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" *standard applicable to class actions applies* to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (*Id.*, at 64-65.)
After review of the proposed settlement, the applicable statutory and decisional authorities, the Court finds good cause to grant this motion. Good cause appearing, the Court makes the following orders.

Attorneys' Fees
Plaintiffs' counsel seek attorneys' fees of $53,333.33 representing one-third of the total settlement amount, relying on the common fund doctrine. Similarly, litigation costs in the amount of $8,280.00. Upon review, there is good cause to find that the Settlement appears to be fair, adequate, and reasonable. Good cause, therefore appearing, the Court makes the following orders and ruling.

Ruling

1. The settlement is sufficiently fair, reasonable, and adequate to justify approval. The motion is **granted**.
2. The Court will execute the proposed order lodged on October 10, 2026, and will request that the clerk of the court attach a copy of this ruling to the proposed order.
3. The Court orders Counsel to schedule a compliance hearing no later than six months from the date of this hearing. Counsel is ordered to file a compliance statement no later than five (5) court days before the hearing. The Court may vacate the hearing upon review of the compliance statement.
4. The Court will retain jurisdiction over this action and the Parties to enforce the terms of the PAGA Settlement agreement.
5. No appearance is required at the hearing on July 22, 2026.

EXHIBIT B

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FILED
JUL 23 2026
S. LIND CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By K. Jinkerson

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

CALDELARIA GARCIA, individually and on behalf of all others similarly situated, Plaintiff, v. BELL-CARTER OLIVE PACKING COMPANY, INC., a California corporation; and DOES 1 through 10, inclusive, Defendants.	Case No.: C23-03218 [Hon. Edward G. Weil, Dept. 39] **~~[PROPOSED~~] JUDGMENT** *[Filed with (1) Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement, (2) the Declaration of Kane Moon, (3) the Declaration of Jodey Lawrence, and (4) [Proposed] Order]* PAGA APPROVAL HEARING: Date: Time: Dept.: 39 Complaint Filed: December 20, 2023 Trial date: Not set

[PROPOSED] JUDGMENT

Plaintiff Candelaria Garcia ("Plaintiff") seeks seek approval of a PAGA Settlement Agreement (the "PAGA Settlement") entered into with Defendant Bell-Carter Olive Packing Company, Inc. ("Defendant" or "Bell-Carter") (together, the "Parties") in full resolution of the above-captioned litigation (the "Action").

The Court having duly considered Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement ("Motion"), the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ADJUDGED AND DECREED AS FOLLOWS:

1. The Court has granted Plaintiff's Motion by way of the Court's Order Granting Plaintiff's Motion for Approval of PAGA Settlement (the "PAGA Approval Order"). The PAGA Approval Order is incorporated herein in its entirety.

2. The Court now enters Final Judgment following the entry of the PAGA Approval Order. The Final Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable. All capitalized terms used for purposes of this Final Judgment have the same meaning as given in the PAGA Settlement, unless otherwise indicated.

3. In accordance with and for the reasons stated in the PAGA Approval Order, Final Judgment is entered whereby the Plaintiff, the California Labor and Workforce Development Agency (the "LWDA"), and the PAGA Members, shall take nothing from Defendant, except as expressly set forth in the PAGA Settlement.

4. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement. Pursuant to California Labor Code section 2699(*l*)(2), the LWDA has been given timely notice of the PAGA Settlement, has not objected, and is therefore bound by this Final Judgment.

5. Release by all PAGA Members. Upon Defendant's funding of the Total Settlement Amount and except as to the right to enforce the terms and conditions of the Settlement, Plaintiff, on behalf of herself and the State of California, and all PAGA Members, hereby fully release and the Released Parties from the Covered Claims: (PAGA Settlement, ¶ 5.7.a.)

a. The Covered Claims are any and all claims for PAGA penalties, of whatever kind or nature, which occurred during the PAGA Period that were alleged, or that reasonably could have been alleged (including claims for alleged violations of Labor Code section 227.3 for failure to pay all vacation wages at termination and Labor Code section 204 for failure to pay all earned wages twice per month), based on the facts alleged in the Operative Complaint and Plaintiff's LWDA Letter, regardless of theory of recovery. The release thus includes claims for PAGA penalties based on violations of the California Labor Code up to and including 201, 201.3, 201.5, 201.6, 201.7, 201.8, 201.9, 202, 203, 203.1, 203.5, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, , 2802, 2698, and 2699 et seq., and the applicable Wage Orders, regardless of theory of recovery, that occurred during the PAGA Period. The release as to the State of California and Aggrieved Employees only covers claims that arise under PAGA, and does not cover an Aggrieved Employee's individual Labor Code claims. PAGA Members do not release claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims, and PAGA claims outside of the PAGA period. This release will have a preclusive effect on the rights of Aggrieved Employees to bring released PAGA claims on behalf of the State of California to the fullest extent permissible under applicable law. In consideration for their awarded PAGA Counsel's fees and costs, and absent a material breach of this Settlement, PAGA Counsel waives any and all claims to any further attorneys' fees, costs, and expenses in connection with the Action. This release by all PAGA Members, including Plaintiff, shall be referred to as "Released PAGA Claims.". (*Id.* at ¶ 5.7.b.)

b. "Released Parties" means Defendant and all of its present and former parent companies, subsidiaries, affiliates, owners, investors, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, clients, customers, and assigns. (*Id.* at ¶ 3.21.)

6. All payments due by Defendant for settlement of this Action will be made pursuant to the PAGA Settlement, the PAGA Approval Order, and this Final Judgment.

7. Nothing in the PAGA Settlement, the PAGA Approval Order, or this Final Judgment will be construed as an admission or concession by any Party.

8. Based on the foregoing and in accordance with the PAGA Settlement, this Action is DISMISSED WITH PREJUDICE, and each side is to bear its own costs and attorneys' fees, except as provided by the PAGA Settlement.

9. Pursuant to California Code of Civil Procedure section 664, this Court will retain jurisdiction over this Action and over all Parties, to the fullest extent necessary to enforce and effectuate the terms and intent of the Settlement.

JUDGMENT IS SO ENTERED.

DATED: July 22, 2024

Barry Goode

~~Hon. Edward G. Weil~~ Hon. Barry P. Goode
Judge of the Contra Costa County Superior Court

14. 9:00 AM CASE NUMBER: C23-03218 7/22/2026
CASE NAME: CALDELARIA GARCIA VS. BELL-CARTER OLIVE PACKING COMPANY, INC.
***HEARING ON MOTION IN RE: APPROVAL OF PAGA SETTLEMENT**
FILED BY: GARCIA, CALDELARIA
****TENTATIVE RULING:****

Summary

Plaintiff Candelaria Garcia ("Plaintiff") seeks approval of a PAGA Settlement Agreement (the "PAGA Settlement") entered into with Defendant Bell-Carter Olive Packing Company, Inc. ("Defendant" or "Bell-Carter") (together, the "Parties") in full resolution of the above-captioned litigation (the "Action"). The Motion is unopposed and is **granted**. No appearance is required at the hearing on July 22, 2026.

Background

The proposed PAGA Settlement represents a non-reversionary, all-inclusive gross settlement of $150,000.00 to resolve claims for civil penalties pursuant to the California Private Attorneys General Act (Labor Code sections 2698, et seq.). The settlement was reached following a full day of mediation with experienced neutral Michael Ludwig, Esq., and subsequent negotiations between Plaintiff and Bell-Carter. The settlement resolves Plaintiff's PAGA claims alleging Defendant's failure to pay all minimum and overtime wages, failure to provide meal periods and authorize rest breaks, failure to indemnify necessary business expenses, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements.

The PAGA Settlement defines the aggrieved employees or "PAGA Members" as all current or former non-exempt/hourly-paid employees employed by Defendant in California from December 17, 2022 through the date the number of pay periods reaches no more than 9,474, or the date the Court signs an order approving the settlement, whichever is earlier (the "PAGA Period"), with the Parties anticipating an end date of May 3, 2025. The Covered Claims include any and all claims for PAGA penalties of whatever kind or nature which occurred during the PAGA Period that were alleged, or that reasonably could have been alleged, including claims for alleged violations of various Labor Code provisions. Upon Defendant's funding of the Total Settlement Amount, Plaintiff, on behalf of herself and the State of California, and all PAGA Members, shall fully release the Released Parties from the Covered Claims.

The Total Settlement Amount of $150,000.00 shall be allocated as follows: The PAGA Payment totals $78,121.80, which shall be distributed with seventy-five percent ($58,591.35) paid to the California Labor and Workforce Development Agency (LWDA) and twenty-five percent ($19,530.45) distributed to the estimated 229 PAGA Members. PAGA Members will receive their proportional share via check accompanied by a letter explaining the settlement, with checks remaining valid and negotiable for one hundred eighty (180) calendar days from issuance. Any uncashed checks following this period shall be forwarded to the State of California's unclaimed property fund in the name of the respective PAGA Member. The LWDA has been provided notice of the proposed settlement and has not made any objections thereto.

PAGA Counsel, Moon Law Group, PC, seeks approval of attorneys' fees in the amount of one-third of the Total Settlement Amount, estimated at $53,333.33. This fee award represents compensation for counsel's work in prosecuting this action, including investigation of the claims, litigation, and settlement negotiations. The requested fee is consistent with the contingent risk undertaken by counsel and the results achieved for the LWDA and PAGA Members.

PAGA Counsel also seeks reimbursement of actual litigation costs up to a maximum of $25,000.00, with costs currently incurred totaling $17,128.20. These costs include $8,280.00 for Plaintiff's statistician expert, which was necessary to assist in assessing Defendant's realistic exposure; $7,000.00 for Plaintiff's share of the mediation fee (half of the total $14,000.00 mediation cost); and $1,848.20 for filing fees, service fees, and other litigation expenses necessarily and reasonably incurred, including the $75.00 PAGA filing fee and $1,494.53 initial complaint filing fee.

The Parties have jointly appointed Phoenix Class Action Administration Solutions as the neutral Settlement Administrator to administer this settlement. The Settlement Administrator shall be paid administration costs not to exceed $6,000.00, with the Administrator having submitted a not-to-exceed bid of $4,750.00 for its fees and expenses. The Settlement Administrator shall be responsible for distributing the PAGA Members' share of the settlement and ensuring uncashed funds are properly forwarded to the State's unclaimed property fund.

Defendant shall fund the Total Settlement Amount within ten (10) calendar days after the Effective Date by payment to the Settlement Administrator. The settlement is non-reversionary, meaning all funds paid into the settlement shall be distributed regardless of the number of claims submitted or cashed. The settlement reflects the product of arm's-length negotiations between experienced wage and hour counsel, following sufficient investigation to evaluate the relative strength and value of the PAGA claims, and represents a reasoned compromise based on the risks, expense, complexity, and likely duration of further litigation.

The Court is requested to: (1) approve the PAGA Settlement Agreement; (2) appoint Moon Law Group, PC as PAGA Counsel and approve the requested PAGA Counsel Fees and Costs; (3) appoint Phoenix Class Action Administration Solutions as the Settlement Administrator and approve the Settlement Administration Costs; (4) approve the release of the Released PAGA Claims by the LWDA and the PAGA Members; (5) direct consummation of the PAGA Settlement pursuant to its terms and provisions; (6) dismiss the Action with prejudice and enter Judgment; and (7) retain jurisdiction over the Action and over all Parties to the fullest extent necessary to enforce and effectuate the terms and intent of the PAGA Settlement.

Analyses

PAGA allows an "aggrieved employees" to bring a civil action on behalf of himself or herself, other aggrieved employees and the State to recover civil penalties which, outside of PAGA, only the LWDA can collect from an employer. Cal. Labor Code § 2699(a). The settlement of a PAGA action requires court approval. See Cal. Labor Code § 2699(l)(2). In reviewing a PAGA settlement, the Court need only ensure that "a negotiated resolution is fair to those affected." *Williams v. Sup. Ct.,* (2017). 3 Cal.5th 531, 549 The court's focus is not the monetary amount which aggrieved employees or the State stand to receive, but on whether the total amount achieves PAGA's objective - "to incentive private parties to recover civil penalties for the government that otherwise may not have been assessed and collective by overburdened state enforcement agencies." *See Ochoa-Hernandez v. CJADERS Foods, Inc.*, 2010 WL 1340777 (N.D. Cal. Apr. 2, 2010) (citing *Arias v. Sup. Ct.,* (2009)). 46 Cal.4th 969, 986). Penalties recovered under PAGA are, in part, to "be distributed to the [LWDA] for enforcement of labor laws []

and for education of employers and employees about their rights and responsibilities under this code [].to supplement the funding to the agency for those purposes." See Cal. Labor Code § 2699(j).

Because a PAGA claim is effectively considered a law enforcement action, it does not have to meet the requirements of a class action. *Arias, supra*, 46 Cal. 4th at 980-988 (affirming lower court's holding that "plaintiff need not satisfy class action requirements" to assert a PAGA claim). Moreover, because PAGA claim is "a statutory action for penalties brought as a proxy for the State," "there is no need to protect absent employees' due process rights[.]" *Williams, supra*, 3 Cal.5th at 546. "PAGA does not make other potentially aggrieved employees parties" to the action and no "due process concerns arise under PAGA because absent employees do not own a personal claim for PAGA civil penalties and whatever personal claims the absent employees might have for relief are not at stake." Id. at 546-47. 17 Accordingly, "[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim."

However, since this matter proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (*Id.*, at 64-65.)
After review of the proposed settlement, the applicable statutory and decisional authorities, the Court finds good cause to grant this motion. Good cause appearing, the Court makes the following orders.

<u>Attorneys' Fees</u>
Plaintiffs' counsel seek attorneys' fees of $53,333.33 representing one-third of the total settlement amount, relying on the common fund doctrine. Similarly, litigation costs in the amount of $8,280.00. Upon review, there is good cause to find that the Settlement appears to be fair, adequate, and reasonable. Good cause, therefore appearing, the Court makes the following orders and ruling.

<u>Ruling</u>

1. The settlement is sufficiently fair, reasonable, and adequate to justify approval. The motion is **<u>granted</u>**.
2. The Court will execute the proposed order lodged on October 10, 2026, and will request that the clerk of the court attach a copy of this ruling to the proposed order.
3. The Court orders Counsel to schedule a compliance hearing no later than six months from the date of this hearing. Counsel is ordered to file a compliance statement no later than five (5) court days before the hearing. The Court may vacate the hearing upon review of the compliance statement.
4. The Court will retain jurisdiction over this action and the Parties to enforce the terms of the PAGA Settlement agreement.
5. No appearance is required at the hearing on July 22, 2026.

CMC already set 8/7/26

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **NOTICE OF ENTRY OF ORDER AND JUDGMENT** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Labor & Workforce
Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Served via Labor and Workforce Development Agency access portal)

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[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail kcastillo@moonlawgroup.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[✓] **BY LABOR AND WORKFORCE DEVELOPMEMT AGENCY ACCESS:** By uploading a true copy of the foregoing document(s) to the Labor and Workforce Development Agency access.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **August 11, 2026** at Los Angeles, California.

Karen Castillo	*/s/ Karen Castillo*
Type or Print Name	Signature