VENTURA SUPERIOR COURT
FILED
10/15/2026
K. Bieker
Executive Officer and Clerk
Adriana Velasco

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

REYES PALACIOS AHUATZI, on behalf of himself and all other aggrieved employees,

PLAINTIFF,

v.

SATICOY BERRY FARMS, INC., a California corporation; and DOES 1 through 50, inclusive,

DEFENDANTS.

CASE NO.: 2024CUOE020845
*Assigned for all purposes to the Hon. Charmaine H. Buehner; Dept. 44*

**REVISED [~~PROPOSED~~] ORDER APPROVING PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND JUDGMENT**

**Hearing**
Date: September 23, 2026
Time: 1:30 p.m.
Dept.: 44

Date Action Filed: February 20, 2024

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**~~[PROPOSED]~~ ORDER**

The Court considered Plaintiff Reyes Palacios Ahuatzi's Unopposed Motion for Approval of Private Attorneys General Act Representative Action Settlement ("Motion"), the Settlement Agreement, the supporting papers, and the arguments of counsel. The Court took the matter under submission and issued its ruling after hearing on September 29, 2026. Consistent with that ruling, and good cause appearing, the Court finds and orders as follows:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. The Motion is GRANTED. The Court approves the settlement of the claims brought under the Private Attorneys General Act of 2004 ("PAGA") in this action, subject to the modifications and monetary limits stated in this Order and Judgment. The Settlement Agreement attached as Exhibit 1 to the Declaration of Hengameh S. Safaei is incorporated by reference. Capitalized terms not otherwise defined in this Order and Judgment have the meanings stated in the Settlement Agreement.

2. The Court has reviewed the Motion, the Settlement Agreement, and the supporting papers and finds that the settlement resulted from arm's-length negotiations and is fair, adequate, and reasonable in light of PAGA's purposes. The Court further finds that the scope of the release in the Settlement Agreement is fairly tailored to claims that were or could have been asserted based on the facts alleged in the complaint.

3. For purposes of this Settlement, the Aggrieved Employees are Plaintiff and all other individuals who are or were employed by Defendant Saticoy Berry Farms, Inc. as nonexempt, hourly paid employees and who worked at least one shift in California during the PAGA Period. The PAGA Period runs from December 16, 2022, through the date of Settlement approval. The Settlement estimates 562 Aggrieved Employees and 17,680 pay periods.

4. ILYM Group, Inc. is appointed as the Settlement Administrator.

5. The Gross Settlement Amount is $287,500.00.

6. The Court awards Plaintiff's Counsel attorney fees of $86,250.00, representing 30 percent of the Gross Settlement Amount.

7. The Court approves reimbursement of Plaintiff's Counsel's litigation costs in an amount not to exceed $18,000.00.

8. The Court awards Plaintiff a service award of $7,500.00.

9. The Court approves settlement administration costs in an amount not to exceed $6,250.00, payable to ILYM Group, Inc.

10. After deduction of the amounts approved above, calculated using the maximum approved litigation and administration costs, the Net PAGA Settlement is $169,500.00. Of that amount, $127,125.00, or 75%, shall be paid to the Labor and Workforce Development Agency, and $42,375.00, or 25%, shall be distributed to the Aggrieved Employees in accordance with the Settlement Agreement. To the extent actual litigation or administration costs are less than the approved maximum amounts, the unused amounts shall be included in the Net PAGA Settlement and allocated in the same 75% and 25% proportions.

11. Any uncashed checks issued to Aggrieved Employees shall be deposited with the State Controller's Unclaimed Property Fund in the name of the recipient Aggrieved Employee.

12. Judgment is entered in accordance with this Order and the Settlement Agreement. This Judgment is intended to constitute the final disposition of this action. Without affecting its finality, the Court retains jurisdiction over matters concerning the interpretation, administration, implementation, and enforcement of the Settlement Agreement and this Order and Judgment pursuant to Code of Civil Procedure section 664.6.

13. A final compliance hearing is set for July 28, 2027 at 1:30 p.m. Plaintiff shall file a declaration regarding settlement administration and compliance at least 10 days before the hearing.

**IT IS SO ORDERED.**

DATED: _____

_____
HONORABLE CHARMAINE H. BUEHNER
JUDGE OF THE SUPERIOR COURT

**PROOF OF SERVICE**

At the time of service, I was over 18 years of age and not a party to this action. My business address is 12100 Wilshire Boulevard, 8th Floor, Los Angeles, California 90025.

On September 29, 2026, I served the following document(s): **REVISED [PROPOSED] ORDER APPROVING PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND JUDGMENT** on the following person(s):

Attorneys for Defendants SATICOY BERRY FARMS, DAVID FERRO AND JEREMY FERRO

LINDA M. MORONEY (SBN: 172668)
HEATH A. HAVEY (SBN: 244087)
LOAN T. DAO (SBN: 321122)
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The documents were served by the following means:

☒ **BY ELECTRONIC TRANSMISSION.** Based on an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

☐ **BY OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **BY FAX TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax number(s) listed above. No error was reported by the fax machine that I used.

☐ **BY MESSENGER SERVICE.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in the attached Proof of Service List and providing them to a professional messenger service for service.

☐ **BY UNITED STATES MAIL.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in the attached Proof of Service List:

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepared.

☐ placed the envelope for collection and mailing, following our ordinary business

practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident of and employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.

☐ **BY PERSONAL SERVICE.** I personally delivered the documents to the persons at the addresses listed in the attached Proof of Service List. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

I declare under penalty of perjury under the laws of the State of California, that to the best of my knowledge that the foregoing is true and correct.

Executed on September 29, 2026 at Los Angeles, California.



Hengameh S. Safaei