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SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF MERCED

CONSUELO VAZQUEZ, as an individual and on behalf of all similarly situated employees, Plaintiff, v. CALIFORNIA FRESH FARMS LLC, and DOES 1 through 50, inclusive, Defendants.	Lead Case No.: 24CV-03339 *Consolidated Case Nos.:* 24CV-04490 and 25CV-00518 **CLASS AND PAGA ACTION** **NOTICE OF MOTION AND PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Assigned for all purposes to: Hon. Stephanie L. Jamieson Date: December 5, 2025 Time: 8:15 a.m. Location: Courtroom 8 Complaint Filed: June 28, 2024 Trial Date: No Trial Date Set

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TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on December 5, 2025, at 8:15 a.m., in Courtroom 8 of the above captioned Court, pursuant to Code of Civil Procedure section 382 and Rules of Court, rule 3.769, subdivision (c), Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS ("Plaintiffs" or "Class Representatives") will move the Court for an order granting preliminary approval of the proposed class action settlement, between Plaintiffs and Defendant CALIFORNIA FRESH FARMS LLC ("Defendant"), which is memorialized in the Parties' Class Action and Private Attorney General Act Settlement and Release Agreement ("Settlement Agreement" or "Settlement").

Plaintiffs will further move the Court for an order:

1. Conditionally certifying a Class for settlement purposes;

2. Appointing Plaintiffs as Class Representatives for settlement purposes;

3. Appointing Plaintiffs' counsel, Kevin Mahoney and John A. Young of the Mahoney Law Group, APC and Matthew J. Matern, Launa Adolph, and Kayvon of Matern Law Group, PC, as Class Counsel for settlement purposes;

4. Approving the proposed Notice of Settlement of Class Action ("Notice") to be mailed to the Class Members;

5. Appointing Phoenix Settlement Administrators ("Phoenix") as the Settlement Administrator and authorizing Phoenix to send notice of the Settlement to the Class Members;

6. Approving the proposed opt out and objection procedures provided in the Settlement Agreement and set forth in the Notice; directing Defendant to furnish the Settlement Administrator within ten (10) calendar days after the Court grants preliminary approval of the Settlement the Class Data as defined in the Settlement Agreement;

7. Setting a final approval hearing pursuant to the Court's availability, in Department Courtroom 8 of the above-entitled Court.

The motion will be based upon this notice, the attached memorandum of points and authorities, the declarations of Plaintiffs, Kevin Mahoney, John A. Young, and Kayvon Sabourian filed concurrently herewith, the records and files in this action, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Pursuant to Local Rule 3.1(F), tentative rulings in civil law and motion matters are posted pursuant to California Rules of Court, rule 3.1308 and require notice of intent to appear. Tentative rulings will be made available by telephone at 209-725-4240 and by posting on the Court's website at www.merced.courts.ca.gov no later than 3:00 p.m. on the Court day preceding the scheduled hearing. If the Court has not directed argument in the tentative ruling, oral argument is permitted only if a party intending to appear notifies all other parties by telephone or in person by 4:00 p.m. on the Court day before the hearing of the party's intention to appear. A party also must notify the Court by telephone of the party's intention to appear by calling 209-725-4240 by 4:00 p.m. on the Court day before the hearing. The tentative ruling will become the ruling of the Court if the Court has not directed oral argument by its tentative ruling and notice of intent to appear has not been given.

Dated: November 3, 2025

MAHONEY LAW GROUP, APC

By: ______________________________

Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS, an individual and on behalf of all employees similarly situated.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Parties hereto have reached a settlement in this matter, which is subject to the approval of this Court. The Action presently contains the class allegations of Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS ("Plaintiffs") against Defendant CALIFORNIA FRESH FARMS, LLC ("Defendant") for: (1) Failure to Pay All Wages Including Minimum Wages and Overtime Wages; (2) Meal Period Violations; (3) Rest Period Violations; (4) Failure to Timely Pay Wages at Separation and During Employment; (5) Failure to Issue Accurate Itemized Wage Statements and Maintain Records; (6) Failure to Indemnify for Expenditures or Losses in Discharge of Duties; and (7) Unfair Competition (Bus. & Prof. Code, § 17200 et seq.). The Action also contains a representative allegation under the Private Attorneys General Act (Lab. Code, § 2698 et seq., hereinafter "PAGA") for civil penalties.

The proposed settlement satisfies all of the criteria for a preliminary approval of a settlement under California law, and it falls well within the range of permissible approval. Accordingly, Plaintiffs request that the Court provisionally certify the proposed Settlement Class for settlement purposes only, grant preliminary approval of the proposed Settlement, direct distribution to the Settlement Class of Notice of the Settlement and provide proposed Class Members the opportunity to "opt out" of and object to the settlement, and schedule a final approval hearing.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Factual and Procedural History

The Vazquez Class Action: On June 28, 2024, Plaintiff Consuelo Vazquez filed a class action complaint in the Merced Superior Court against Defendant bearing Case No. 24CV-03339 and alleging claims for (1) Failure to Pay All Wages Including Minimum Wages and Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Timely Pay Wages at Separation; (5) Failure to Provide Accurate Itemized Wage Statements and Maintain Records; and (6) Violation of Unfair Competition Law.

The Vazquez PAGA Action: Plaintiff Consuelo Vazquez separately filed a PAGA Action on August 26, 2024, bearing Case No. 24CV-04490, which asserts a claim for civil penalties under California's Private Attorneys General Act ("PAGA") based on the same predicate claims and allegations contained in the *Vazquez* Class Action. (Declaration of John A. Young ("Young Decl.") ¶¶ 4-5.)

The Ceballos Action: On January 17, 2025, Maria Ceballos filed a class action and PAGA representative action complaint against Defendant, Mann Packing Company, Inc., and Fresh Del Monte Produce, Inc., in the Merced County Superior Court, bearing Case No. 25CV-00518, in which she alleged claims for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties, (9) unfair and unlawful business practices; and (10) representative action for penalties under PAGA. (Young Decl. ¶ 6.)

On May 29, 2025, the Hon. Thierry Patrick Colaw (Ret.), a highly-experienced mediator with these type of wage and hour class and PAGA allegations brought in this matter by Plaintiffs, conducted a mediation that covered all claims asserted in the three actions. The Parties ultimately reached a global settlement of the three actions following a full day of negotiation, which was later memorialized in a long-form stipulation of settlement. (Young Decl. ¶12: Ex. A.)

Pursuant to the terms of the Settlement, and in the interest of efficiency, the Parties agreed to seek approval of the Settlement before one court and to consolidate all of the parties and claims raised in connection with the three actions into the *Vazquez* Class Action. To effectuate the Parties' intent, on October 17, 2025, the Parties filed a stipulation for leave to file a consolidated complaint in this action, to add Maria Ceballos as a named plaintiff, including the factual allegations and claims asserted in the *Vazquez* PAGA action, all claims from the original complaint, and all factual allegations and claims asserted in the Ceballos Action. The Parties' stipulation also sought Court approval to consolidate the *Vazquez* Class Action, *Vazquez* PAGA Action, and *Ceballos* Action for all purposes pursuant to California Code of Civil Procedure § 1048. The Court granted the Parties' stipulation on November 3, 2025. Accordingly, the operative complaint in this consolidated Action is the consolidated complaint deemed filed on November 3, 2025, which alleges claims against Defendant for alleged (1) failure to pay wages, including minimum wage and overtime; (2) failure to provide rest periods; (3) failure to provide meal periods; (4) failure to timely pay wages during employment and at separation of employment; (5) failed to provide accurate itemized wage statements and maintain records; (6) failure to reimburse for necessary business expenditures; (7) violations of Business and Professions Code Section 17200 et seq.; and (8) violations under the PAGA. (Young Decl. ¶ 7.)

B. Plaintiffs' Claims

1. Failure to Pay all Wages, Including Minimum Wages and Overtime Wages

Plaintiffs contend that during the Class Period, Defendant failed to pay Plaintiffs and Class Members' earned minimum and overtime wages by failing to record all hours worked (including off-the-clock work), and failing to pay for all hours worked. Specifically, Plaintiffs allege Defendant required Plaintiffs and Class Members to work off-the-clock attending to work responsibilities. Plaintiffs further allege that Defendant maintained a policy and practice to pay employees an incentive payment identified as "AIP Bonus" and failed to include this incentive payment and other nondiscretionary renumeration in all hourly employees' regular rate for purposes of calculating overtime and double-time. (Young Decl. ¶ 17.) Plaintiffs also allege that Defendant's failure to pay all wages as described above resulted in Defendant failing to timely pay all wages during employment, in violation of Labor Code § 204. (*Id.*) Defendant contends that it properly compensated all nonexempt employees for all regular and overtime hours worked at the proper rate of pay consistent with applicable law, and that off-the-clock work was prohibited pursuant to Defendant's policy and practice. Defendant further contends that, to the extent Class Members performed any work before clocking in or after clocking-out or through meal periods, such work occurred without Defendant's knowledge and contrary to Defendant's policies and instructions. (Young Decl. ¶ 18.)

2. The Meal Period Claim

Plaintiffs contend that Plaintiffs and Class Members regularly missed meal periods or had meal periods late, cut short, and/or interrupted as a result of Defendant prioritizing work assignments over timely uninterrupted meal periods. Defendant had a pattern, practice, and policy of not providing proper meal periods due to the workload assigned by Defendant, understaffing, and failure to adequately schedule meal periods. Plaintiffs' and Class Members' meal periods regularly began after the fifth hour and consisted of less than thirty-minutes. (Young Decl. ¶ 20.) Defendant denies Plaintiffs' allegations and maintains that its policy and practice at all relevant times has been to provide full, timely and uninterrupted meal breaks to its nonexempt employees consistent with the requirements of California law. (Young Decl. ¶ 21.)

3. The Rest Break Claim

Plaintiffs contend that rest periods, when provided, were routinely interrupted due to business needs and Defendant did not authorize Plaintiffs and Class Members to take their ten-minute rest breaks during each four (4) hours of work or major fraction thereof during their shifts. Plaintiffs and Class Members were encouraged and incentivized to work through rest periods in order to attend to work orders, communicate with supervisors and input inventory information for Defendant. Plaintiffs contend that rest period premiums were not provided for each and every violation which occurred. (Young Decl. ¶ 23.) Defendant denies Plaintiffs' allegations, and contends that its policy and practice throughout the relevant time period has always been to authorize and permit its non-exempt employees to take rest periods consistent with the requirements of California law. (Young Decl. ¶ 24.)

4. The Failure to Maintain Accurate Payroll Records Claim

Labor Code section 226 requires an employer to provide employees with accurate itemized statements. Plaintiffs contend that Defendant willfully and intentionally failed to make and/or keep records that accurately reflect the hours worked by Plaintiffs and Class Members. Specifically, Plaintiffs believe that Defendant's records fail to include, *inter alia*: (1) actual hours worked, (2) total hours worked, (3) number of hours worked at each hourly rate, (4) gross wages earned; (5) net wages earned, and (6) meal and rest premium wages earned per pay period. (Young Decl. ¶ 26.) Defendant contends, among other things, that Settlement Class Members were issued accurate wage statements and that it maintained accurate records as required under California law. (Young Decl. ¶ 27.)

5. The Labor Code section 203 Claim

Labor Code section 201 requires immediate payment of earned and unpaid wages to a discharged employee at the time of discharge. Labor Code section 202 requires payment of earned and unpaid wages to an employee who quits after giving a seventy-two (72) hour prior notice at the time of quitting, and within seventy-two (72) hours after quitting to an employee who quits without giving a seventy-two (72) hour prior notice. Under Labor Code section 203, if an employer willfully failed to pay all wages earned and unpaid in accordance with Labor Code sections 201 and 202, the wages shall continue as a penalty until paid, for up to thirty (30) days.

Plaintiffs contend that by failing to include in the final paychecks to former employees the additional wages due described above, including meal and rest period premiums, to these employees, Defendant violated Labor Code sections 201, 202, and 203. Plaintiffs further contend that Defendant failed to pay penalties for each day a former employee was not paid wages for all hours worked. (Young Decl. ¶ 29.) Defendant contends that terminated Class Members were properly paid all wages owed, including, but not limited to, all straight time and overtime. (Young Decl. ¶ 30.). Defendant further maintains that waiting time penalties are foreclosed because Plaintiffs cannot establish that Defendant willfully failed to pay all final wages due and owing, and because a good faith dispute exists concerning whether any wages were due.

6. The Business Expense Indemnification Claim

Labor Code section 2802, subdivision (a), mandates that employers, such as Defendant, "shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." (Lab. Code, § 2802.)

Plaintiffs contend that Defendant failed to indemnify Plaintiffs and the Plaintiff Class for expenditures including, without limitation, a reasonable percentage of their cellular phone bills for purposes of utilizing personal cell phones in direct consequence of the discharge of their duties to Defendant. In addition, Defendant failed to indemnify Plaintiffs and the Plaintiff Class for the cost of work uniforms, including the cleaning and maintenance of uniforms, and other employment-related expenses. (Young Decl. ¶ 32.) Defendant denies that Plaintiffs or those they seek to represent were required to incur necessary business expenses in carrying out their job duties, denies that use of personal cell phones was required for work, and contends that to the extent necessary business expenditures were incurred by Class Members, Defendant fully reimbursed employees for such expenditures (Young Decl. ¶ 33.)

7. The PAGA Claim

Labor Code sections 2698 et seq., the Private Attorneys General Act ("PAGA") provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA"), or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the Labor Code, which may be recovered through a civil action by an aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current or former employees.

On June 20, 2024, Plaintiff Consuelo Vazquez filed a Notice of Labor Code Violations pursuant to PAGA with the LWDA alleging a violation of several Labor Code sections, including 201-204, 206, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194,2, 1197, 1197,1, 1198, 2698 et seq., 2699, 2699.3, as well as relevant sections of the applicable IWC Wage Order. Plaintiff Consuelo Vazquez contends that the actions of Defendant, as described above, are unlawful predicate acts and practices for purposes of establishing liability for civil penalties under PAGA. (Young Decl. ¶ 38.) Plaintiffs contend that the actions of Defendant, as described above, are unlawful predicate acts and practices for purposes of establishing liability for civil penalties under PAGA.

Defendant incorporates its prior contentions insofar as it denies having committed any predicate acts or practices for purposes of establishing liability for civil penalties under PAGA. (Young Decl. ¶ 39.)

III. SUMMARY OF SETTLEMENT TERMS

- Defendant stipulates to certification of a Class for settlement purposes only, consisting of all current and former non-exempt, hourly-paid employees of California Fresh Farms, LLC who worked in the State of California from June 28, 2020 through December 30, 2023 ("Plaintiff Class," "Class Members," and "Settlement Class").

- The Class Period is defined as the time period from June 28, 2020 through December 30, 2023.
- The Class size was represented by Defendant to consist of approximately sixty-one (61) Class Members;
- The Gross Settlement Amount will be one hundred ninety-seven thousand five hundred dollars ($197,500.00);
- Class Members will be paid pursuant to the terms of the Settlement;
- The amount allocated to PAGA Penalties (75% to LWDA and 25% to Aggrieved Employees) will be ten thousand dollars ($10,000.00). The 25% to be paid to PAGA Group Members shall be distributed in accordance with the terms of the Settlement;
- This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant. Defendant shall fully fund the Settlement no later than thirty (30) days after the Effective Date. No payments from the Gross Settlement Amount shall be made before the Gross Settlement Amount is fully funded. No release in this Settlement shall be effective until the Gross Settlement Amount is fully funded;
- The Individual Settlement Payments and Individual PAGA Payments shall be disbursed to Class Members and PAGA Group Members within fifteen (15) calendar days after the Settlement is funded;
- Class Members may opt-out of the class action portion of the Settlement or object to the Settlement within forty-five (45) days after the Settlement Administrator mails the Notice to Class Members;
- After deducting Class Counsel's Attorneys' Fees and Litigation Costs, the PAGA Settlement Amount, Enhancement Payment to the Plaintiffs, and Settlement Administration Costs from the Gross Settlement Amount, the Net Settlement Amount will be

calculated and paid to Settlement Class Members on a *pro rata* basis (the details of the settlement calculation method are set forth in more detail in the parties' Settlement Agreement paragraphs III(G) and VIII(E));

- Administration will be handled by third-party Phoenix Settlement Administrators;
- The Settlement Administration costs will be paid out of the Gross Settlement Amount, and will not exceed six thousand dollars ($6,000.00). Plaintiffs will contemporaneously file a declaration from the Settlement Administrator in support of these costs sought;
- Defendant will not oppose an application for Enhancement Payments in the total amount of up to twenty thousand dollars ($20,000.00) to the named Plaintiffs, ten thousand dollars ($10,000.00) to each Plaintiff, to be paid out of the Gross Settlement Amount; and
- Defendant will not oppose Class Counsel's application for fees that is equal to thirty-three and one-third percent (33.33%) of the Gross Settlement Amount, estimated to be sixty-five thousand eight hundred thirty-three dollars and thirty-three cents ($65,833.33), and application for verified costs that is equal to or less than the amount of twenty-six thousand dollars ($26,000.00), all paid from the Gross Settlement Amount.

IV. CLASS ACTION SETTLEMENT APPROVAL PROCEDURE

A class action may not be dismissed, compromised, or settled without the approval of the court. (*See* Code Civ. Proc., § 1781, subd. (f).) Judicial proceedings have led to a defined procedure and specific criteria for settlement approval in class action settlements, described in the *Manual for Complex Litigation, Third* (Fed. Judicial Center 1995) ("*Manual*") section 30.41. The *Manual*'s settlement approval procedure describes three distinct steps:

1. Preliminary court approval of the proposed settlement;
2. Dissemination of mailed and/or published notice of the settlement to all affected class members; and
3. A "formal fairness hearing," or final settlement approval hearing, at which class members may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement

is presented.

This procedure, commonly used by California courts and endorsed by the leading class action commentator, Professor Newberg, safeguards class members' procedural due process rights and enables the court to fulfill its role as the guardian of class interests. (*See* 2 *Newberg on Class Actions* ("*Newberg*") 3d (1992) § 11.22 et seq.)

The decision to approve or reject a proposed settlement is committed to the court's sound discretion. (*See Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–35.) ("In general, questions whether a settlement was fair and reasonable, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion").) The practical purpose of provisional class certification is to facilitate distribution to all class members of notice of the terms of the Settlement and the date and time of the final approval hearing. (*See Manual* § 30.41.) The additional rulings sought in this motion—approving the form, content and distribution of the class notice, and scheduling a formal fairness hearing—facilitate the settlement approval process, and are also typically made at the preliminary approval stage. (*See* 2 *Newberg* § 11.26.)

V. PRELIMINARY APPROVAL OF THE SETTLEMENT IS APPROPRIATE

The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. (*See* 2 *Newberg* § 11.41 (and cases cited therein); *Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276; *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950; *see also Potter v. Pacific Coast Lumber Co. of Cal.* (1951) 37 Cal.2d 592, 602.) These concerns apply with particular force in a case such as this one before the Court. (See *Officers for Justice v. Civil Service Com'n of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615 *Servv. Officers for Justice*, *supra*, 688 F.2d at p. 625; *Wilkerson v. Martin Marietta Corp.* (D. Colo. 1997) 171 F.R.D. 273, 284.)

The purpose of the preliminary evaluation of class action settlements is to determine only whether the proposed settlement is within the range of possible approval, and thus whether notice to the class of the terms and conditions and the scheduling of a formal fairness hearing are worthwhile. (*See Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–35; 2 *Newberg* § 11.25.) In passing on class action settlements, a court has broad powers to determine whether a proposed settlement is fair under the circumstances of the case. (*Id.* at p. 234–35; *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438.) To grant preliminary approval of this Settlement, the Court need find only that the settlement falls within the range of possible final approval, also described as "the range of reasonableness." (*See, e.g., North County Contractor's Assn. v. Touchstone Ins. Services* (1994) 27 Cal.App.4th 1085, 1089–1090; *In re Traffic Executive Association-Eastern Railroads* (2d Cir. 1980) 627 F.2d 631, 633–634; *see also* 2 Newberg § 11.25.)

"The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." (*Wershba*, *supra*, 91 Cal.App.4th 224, 245.) Furthermore, courts must give "proper deference to the private consensual decision of the parties," since "the court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ross v. Artuz* (2d Cir. 1998) 150 F.3d 97, 102.)

Here, as shown below, the settlement falls well within the range of reasonableness.

A. The Terms of the Settlement Disclose No Grounds to Doubt Its Fairness

A preliminary review of the terms of the Settlement gives rise to no doubts as to its fairness. Indeed, this Court should begin its analysis with a presumption that the Settlement is fair:

> [A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.

(*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802; *Wershba*, *supra*, 91 Cal.App.4th at p. 245.)

Here, the Parties thoroughly investigated this Action and conducted discovery, thorough investigation of the merits of all asserted claims, engaged in an arm's-length negotiation through an experienced mediator, and ultimately reached a Settlement. Information provided by Defendant/defense counsel and Class Counsel's independent investigation has allowed class counsel to fully assess the strengths and weaknesses of the class claims against Defendant and the benefits of the Settlement under the circumstances of this case. (Young Decl. ¶ 8.)

B. Liability Is Contested, and the Settlement Provides for Reasonable Compensation for Class Members' Damages

Of particular relevance to the reasonableness of the Settlement is the fact that Defendant has available legal and factual grounds for defending this action. Defendant, in its responsive pleadings, asserted a multitude of affirmative defenses each of which is still claimed as a valid defense. In addition to disputing the merits of Plaintiffs' claims, Defendant would strongly challenge any request for class certification. (Young Decl. ¶ 10.)

Plaintiffs believe and are informed, and based thereon allege, that this case is suitable for class certification in that there were company-wide policies that affected all of Defendant's employees. However, while Plaintiffs assert that this is a suitable case for class certification, Plaintiffs realize that there is always a significant risk associated with class certification proceedings. (Young Decl. ¶ 11.)

In light of the uncertainties of protracted litigation, the Gross Settlement Amount of one hundred ninety-seven thousand five hundred dollars ($197,500.00), less class representative enhancement payments, class counsel's attorneys' fees and costs, LWDA payment, and the settlement administrator's fees, toward compensating class members for their alleged damages, represents a fair a reasonable and reasonable settlement for Class Members. (Young Decl. ¶¶ 42-44; Declaration of Kevin Mahoney "Mahoney Decl. ¶¶ 12-13.)

C. The Settlement Is the Product of Serious, Arm's Length, Informed Negotiations

The Settlement resulted after arms' length settlement negotiations between counsel through private mediation. (Young Decl. ¶¶ 12-14.) Plaintiffs' counsel has significant experience in class litigation. (Mahoney Decl. ¶¶ 4-9; Young Decl. ¶¶ 45-49; Declaration of Kayvon Sabourian (“Sabourian Decl.) ¶¶ 7-16.) The Parties have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation and believe that this settlement is in the best interest of the Parties.

D. The Gross Settlement Amount and Plan of Distribution Is Within the Range of Reasonableness

The Net Settlement Amount (i.e., the amount remaining after deducting Class Counsel’s Attorneys’ Fees and Litigation Costs, the PAGA Settlement Amount, Enhancement Payment to the Plaintiffs, and Settlement Administration Costs from the Gross Settlement Amount), is presently estimated to be a minimum of sixty-nine thousand six hundred sixty-six dollars and sixty-seven cents ($69,666.67) and will be distributed and paid to Class Members whose individual shares will be determined based on the number of weeks worked for Defendant during the Class Period. The estimated average gross individual settlement payment to the Participating Class members, using a straight average, is one thousand one hundred forty-two dollars and eight cents ($1,142.08). (Young Decl. ¶ 43.) At Final Approval, Class Counsel will submit a declaration from the Settlement Administrator detailing the estimated high, low, and average for individual settlement payments, in addition to Plaintiffs’ actual individual settlement payments.

This Settlement is fair and reasonable because it provides substantial and immediate benefits to the class members. The Settlement is the product of extensive arm’s length negotiations by experienced counsel on both sides, and recognition of the strengths and weaknesses of each other’s positions. In calculating the appropriate settlement amount, the Parties had sufficient information, including payroll data and time records, and had conducted an adequate investigation to allow them to make educated and informed analysis and conclusions. Accordingly, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Settlement Class Members. (Young Decl. ¶¶ 42-44.)

E. The Proposed Enhancement Payment Is Fair and Reasonable

The proposed enhancement payment of up to ten thousand dollars ($10,000.00) to each Plaintiff is intended to recognize their substantial initiative and significant efforts on behalf of the Settlement Class. Courts routinely approve incentive awards to compensate named Plaintiffs for the services they provide and the risks they incur during class action litigation, often in much higher amounts than that sought here. (*See, e.g., Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named Plaintiff for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294 (approving $50,000 enhancement award). "Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit could be thought the equivalent of the lawyers' non-legal but essential case-specific expenses, such as long-distance phone calls, which are reimbursable." (*Clark*, *supra*, 175 Cal.App.4th at p. 804, fn. omitted, citing *Matter of Continental Illinois Securities Litigation* (7th Cir. 1992) 962 F.2d 566, 571.) These awards "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, recognize that without the courage and actions of the representative Plaintiff, the class recovery would never have been achieved." (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958–958; *Barrera v. Home Depot U.S.A., Inc.* (N.D. Cal., May 20, 2015, No. 12-CV-05199-LHK) 2015 WL 2437897, at *2). The Court should look to the risk, time, effort and benefit secured for the class in each case and not establish a "standard" enhancement. (*Mora v. Cal West Ag Services, Inc.* (E.D. Cal., May 13, 2019, No. 115CV01490LJOEPG) 2019 WL 2084725, at *10; *Barrerra, supra* at *2; *Munoz*, *supra*, 186 Cal.App.4th at p. 412).

In this case, Plaintiffs actively participated throughout the litigation and spent a substantial number of hours meeting with and assisting counsel, making themselves available for mediation, and reviewing documents over the course of litigation. (*See* Contemporaneously Filed Declarations of Maria Ceballos and Conseulo Vazquez.) Prior to filing the action, Plaintiffs' counsel spoke with Plaintiffs multiple times to discuss the supporting facts, documents that could be used as evidence and potential witnesses. In addition, throughout this litigation, Plaintiffs made themselves available to their attorneys to discuss Defendant's policies and procedures. Accordingly, Plaintiffs were a key component of the recovery achieved for the class.

F. The Proposed Attorneys' Fees and Litigation Costs are Fair and Reasonable

While the Court will not issue a final determination regarding attorneys' fees until it considers any objections from the class, Plaintiffs' counsel intends to request an award of attorney's fees equal to one-third (33.33%) of the Gross Settlement Amount, under the "percentage of benefit" theory. California state and federal courts have recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the settlement payment. (See *Wershba*, *supra*, 91 Cal.App.4th at p. 254 (recognizing both the "percentage of recovery" and "lodestar/multiplier" methods); *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.)

The California Supreme Court removed any lingering doubt about the use of the percentage of the fund method to award attorneys' fees in California Court:

> We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. The recognized advantages of the percentage method- including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation (See pt. I, ante; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 48–49; *Rawlings v. Prudential-Bache Properties, Inc.* (6th Cir. 1993) 9 F.3d 513, 516.) convince us the percentage method is a valuable tool that should not be denied our trial courts.

(*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 503.) At final approval, Class counsel intends to seek attorney's fees under *Laffitte*. Class counsel will submit billing records and costs contemporaneously with Plaintiffs' Final Approval Motion.

G. The PAGA Settlement is Fair and Reasonable.

Settlements of PAGA claims require court approval. (Labor Code § 2699(l)(2)).[1] PAGA civil penalties recovered on the State's behalf are intended to "remediate present violations and deter future ones, not to redress employees' injuries." *Amaro v. Anaheim Arena Management, LLC,* 69 Cal.App.5th 521, 542 (2021). The standard for evaluating a PAGA settlement is not whether the employees are fully compensated for their injuries, but "whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc.,* 72 Cal.App.5th 56, 77 (2021), *disapproved of on other grounds by Turrieta v. Lyft, Inc.*, 16 Cal. 5th 664 (2024).

PAGA was initiated to ensure compliance with the Labor Code in light of the government's limited enforcement resources. *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal.4th 348, 379 (2014). Where, as here, the parties reach a substantial settlement providing employees with monetary compensation for underlying Labor Code violations, many of PAGA's underlying policy objectives are satisfied. The amount allocated to the PAGA claims is fair to those affected because it accounts for a realistic assessment of the PAGA exposure on the claims as well as the significant possibility of the Court not awarding the PAGA penalties even if Plaintiffs prevailed on the merits due to the Court's discretion to substantially reduce PAGA penalties under Labor Code § 2699(e)(2). Lab. Code § 2699(2); *Thurgood v. Bayshore Transit Mgmt., Inc*. 203 Cal. App. 4th 1112, 1135 (2012). In valuing the PAGA claim, Plaintiffs and Class Counsel took into account the fact that the Court would have discretion to significantly reduce the PAGA award based on whether the amount of the award would be "unjust, arbitrary and oppressive, or confiscatory" (Labor Code § 2699(e)(2)), and considered the possibility that their ability to recover any PAGA penalties was further uncertain, especially in light of any good faith defense of Defendant. (Young Decl., ¶ 40.)

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[1] Further, in accordance with the statutory requirement, Plaintiffs provided a copy of the Settlement to the LWDA on October 8, 2025, and a copy of this Motion to the LWDA on the same day they filed this Motion. Young Decl., ¶ 15 & Ex. B.

Here, the $10,000.00 PAGA allocation is well within the range approved by California courts and therefore should be approved. Indeed, PAGA settlements for as little as $0 have been approved. *See, e.g., Nordstrom Comm'n Cases,* 186 Cal. App. 4th 576, 589 (2010) (approving PAGA settlement and release that allocated $0 to PAGA claim). Courts have also approved settlements for $20,000 or less. *See, e.g., Hicks v. Toys 'R' Us–Delaware, Inc.*, 2014 WL 4703915, at *1 (C.D. Cal. Sept. 2, 2014) (approving $5,000 PAGA payment in $4 million settlement); *Chu v. Wells Fargo Invest. LLC*, 2011 WL 672645, at *1 (N.D. Cal. Feb. 16, 2011) (approving PAGA payment of $10,000 in $6.9 million settlement); *Williams v. Brinderson Constructors* 2017 WL 490901, at *5 (C.D. Cal. Feb. 6, 2017) ($10,000 PAGA settlement in $300,000 settlement).

VI. PROVISIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE

Under California law, a class action is appropriate when the class is ascertainable and there is "a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented." (Code Civ. Proc., § 382; *Dunk*, *supra*, 48 Cal.App.4th at p. 1806, *as modified (Sept. 30, 1996)*.) State-law requirements under Code of Civil Procedure section 382 for class certification mirror those of federal law under Federal Rules of Civil Procedure Rule 23, 28 U.S.C.A. requiring a showing as to numerosity, typicality of the Class Representatives' claims, adequacy of representation, predominance of common issues, and superiority. (*See* Fed. Rules Civ. Proc., rule 23, 28 U.S.C.A. U.S.C.A.(a); *see also Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1019.) Thus, for settlement purposes, each of these elements must be present. (*See Wershba*, *supra*, 91 Cal.App.4th at p. 237–38.)

A. The Proposed Settlement Class Is Ascertainable and Numerous for Settlement

Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*. *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. "A class is ascertainable if it identifies a group of unnamed plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description." *Bartold v.*

Glendale Federal Bank (2000) 81 Cal.App.4th 816, 828. The proposed class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435. Here, the proposed class is ascertainable because all of the class members have worked for Defendant as non-exempt employees and have been identified through Defendant's employee and payroll files. (*See Rose v. City of Hayward*, 126 (1981) Ca1.App.3d 926, 932 (finding that "Class Members are 'ascertainable' where they may be readily identified without unreasonable expense or time by reference to official records").) Thus, the ascertainability requirement is met.

The numerosity requirement is met if the class is so large that joinder of all members would be impracticable. (*See Gay v. Waiter and Dairy Lunchmen's Union, Local No 30* (N.D. Cal. 1980) 489 F.Supp. 282). Here, Defendant's payroll and personnel records show that the proposed class potentially has approximately sixty-one (61) members. Because these numbers are so large, joinder of all class members would be impracticable and a class wide proceeding is preferable. (*See Hebbard v. Colgrove*, 28 (1972) Ca1.App.3d 1017, 1030 (noting that there is no set minimum to meet the numerosity prerequisite, and that even a class of as few as 28 members is acceptable).)

B. The Commonality Requirement Is Met

The commonality requirement is met if there are questions of law and fact common to the class. (*See Hanlon*, *supra*, 150 F.3d at p. 1019 ("The existence of shared legal issues with divergent legal factual predicates is sufficient, as is a common core of salient facts coupled with disparate legal remedies within the class.") Here, common factual and legal issues include, among other things: (1) whether or not Defendant paid proper wages to the Class; (2) whether or not Defendant provided meal and rest periods to the Class; (3) whether or not Defendant paid compensation timely upon separation of employment to former Class Members; (4) whether or not Defendant provided accurate itemized statements to the Class; (5) whether or not Defendant provided full business expense reimbursement to the Class; (6) whether or not waiting-time penalties are available to the Class for violation of Labor Code section 203; (7) whether or not Defendant paid proper meal period pay or rest period pay to the Class; (8) whether or not Defendant engaged in unlawful or unfair business practices affecting the Class in violation of

Bus. & Prof. Code, § 17200, 17201, 17202, 17203, 17204, 17205, 17206, 17207, and 17208; (9) whether or not Plaintiffs and the Class are entitled to injunctive and/or declaratory relief; and (10) whether or not Plaintiffs and the Class are entitled to penalties pursuant to PAGA. Under these specific circumstances, the commonality requirement is satisfied. (*See Id.* at p. 1019–20.)

In this case, common questions of law and fact predominate across the Class Members throughout the Class Period. (*Vanwagoner v. Siemens Industry, Inc.*, 2014 U.S. Dist. LEXIS 67141, *11 (N.D. Cal. 2014) (commonality satisfied where, "[n]ot only does the class raise common questions, but the class action may generate a class-wide answer to the central issues: whether defendant's calculation and payment of wages and overtime were correct and whether defendant engaged in a uniform practice of denying meal and rest periods and denying reimbursements.")) Under these specific circumstances, and for settlement purposes only, the commonality requirement is satisfied.

C. The Typicality Requirement Is Met

The typicality requirement is met if the claims of the named representatives are typical of those of the class, though "they need not be substantially identical." (*See Hanlon*, *supra*, 150 F.3d at p. 1020; *Classen v. Weller*, 145 (1983) Ca1.App.3d 27, 46-47.) Here, the claims of the proposed Class Representatives are typical of the Settlement Class as a whole. The named Plaintiffs, like all Class Members, worked as non-exempt employees during the Class Period for Defendant. Further, Plaintiffs' claims involve the contention that there was a common practice of forcing Class Members to work off-the-clock, failing to pay overtime at their correct rate, failing to reimburse for all business expenditures, and failing to provide lawful meal or rest periods. For these reasons, this case is readily amenable to class certification in the settlement context and the Court should provisionally certify the Class for settlement purposes. Like all Class Members, the named Plaintiffs have suffered relatively moderate damages as a result of the alleged violations of California's wage and hour laws and regulations. Since all members of the Class would need to demonstrate the same elements to recover on their claims, their interests are sufficiently aligned that the proposed Class Representatives can be expected to adequately pursue the interests of the absentee Class Members. As such, Plaintiffs' claims are typical of the class insofar as together they held the positions covered by the class definition that were all subjected to the same policies and procedures. Inasmuch, Plaintiffs have and will continue to adequately represent the Class.

D. The Adequacy Requirement Is Met

The adequacy requirement is met if the class representatives and class counsel have no interests adverse to the interests of the proposed class members and are committed to vigorously prosecuting the case on behalf of the class. (*See Hanlon*, *supra*, 150 F.3d at p. 1020; *McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450–51.) Those standards are met here. Under the terms of the Settlement Agreement, Plaintiffs are eligible to receive a class representative payment of ten thousand dollars ($10,000.00) each, upon approval of the Court. Thus, no "settlement allocation" questions are raised. (*See Hanlon*, *supra*, 150 F.3d at p. 1020.)

Moreover, "[p]otential Plaintiffs are not divided into conflicting discrete categories," since they all claim additional wages for work they performed in California for Defendant. (*See Id.* at p. 1021.) Finally, any class member who wishes to "opt out" of the Settlement may do so. (*See Ibid.*) There is therefore no conflict of interest between Plaintiffs and the class members. In addition, class counsel "spoke and conferred regularly to coordinate their litigation strategy and to apply as much pressure as possible" to Defendant. (*Ibid.*) Thus, at least for settlement purposes, the adequacy prong is met.

E. Class-Wide Settlement Is Superior to Other Available Methods of Resolution

Class certification is authorized where class-wide treatment of a dispute is superior to individual litigation. (*See Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 469.) Class treatment is superior to other methods of adjudication when the probability is small that each class member will come forward to prove his or her claim and when the class approach would deter and redress the alleged wrongdoing. *See Linder v. Thrifty Oil Co*., 23 Cal. 4th 429, 435, 446 (2000); *Ghazaryan v. Diva Limousine, Ltd*., 169 Cal. App. 4th 1524, 1537-1538 (2008). Here, none of the other Class Members had shown any interest in bearing the expense and burden of litigating their own claims. Young Decl., ¶ 51. Thus, a class action is the superior method for seeking relief.

VII. THE PROPOSED CLASS NOTICE IS APPROPRIATE

A. The Class Notice Satisfies Due Process

California statutory and case law vests the Court with broad discretion in fashioning an appropriate notice program. (*See* Civ. Code, § 1781; *19 v. Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973–74.) The notice plan entails the mailing of the class notice to all known and reasonably ascertainable class members based on Defendant's payroll records. The class notice is consistent with class certification notices approved by numerous state and federal courts, and is, under the circumstances of this case, the best notice practicable. (Young Decl. ¶ 14, Ex. A.) Defendant will provide names, social security numbers, and last-known addresses for class members, and the settlement administrator and class counsel will endeavor to update Defendant's database with additional information as needed. Such notice satisfies all due process requirements. (*See Cartt*, *supra*, 50 Cal.App.3d 960.) The font size of the Notice to be sent to Class Members will not be smaller than the font size in the proposed notice attached to the Settlement Agreement. (Young Decl. ¶ 14, Ex. A to the Settlement Agreement.)

B. The Proposed Class Notice Is Accurate and Informative

The proposed class notice provides information on the meaning and nature of the proposed settlement class; the terms and provisions of the Settlement; the relief the Settlement will provide to Class Members; the applications of Plaintiffs' enhancement awards and class counsel application for attorneys' fees and costs; the payment of the settlement administrator's fees; the date, time and place of the final settlement approval hearing; and the procedure and deadlines for submitting claims, opting out of the Settlement or for submitting comments and objections. (Young Decl. ¶ 14, Ex. A to the Settlement Agreement.)

The class notice also fulfills the requirement of neutrality in class notices. (*See* 2 *Newberg* § 8.39.) It summarizes the proceedings to date, and the terms and conditions of the Settlement, in an informative and coherent manner, in compliance with the *Manual*'s statement that "the notice should be accurate, objective, and understandable to Class Members." (*Manual* at § 30.211.) The class notice clearly states that the Settlement does not constitute an admission of liability by Defendant, and recognizes that the Court has not ruled on the merits of the action. It also states that the final settlement approval decision has yet to be made. Accordingly, the class notice complies with the standards of fairness, completeness, and neutrality required of a settlement class notice disseminated under authority of the Court. (*See* Fed. Rules Civ. Proc., rule 23, 28 U.S.C.A. U.S.C.A.(c)(2); 23(e); 2 *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 30.211, 30.212.)

VIII. A FINAL APPROVAL HEARING SHOULD BE SCHEDULED

The last step in the settlement approval process is the formal final approval hearing, at which the Court may hear all evidence and argument necessary to evaluate the proposed Settlement. At that hearing, proponents of the Settlement may explain and describe its terms and conditions and offer argument in support of Settlement approval; members of the Settlement Class, or their counsel, may be heard in support of or in opposition to the Settlement Agreement.

IX. SETTLEMENT AGREEMENT AND ACCOMPANYING DOCUMENTS

Attached as Exhibit A to the Declaration of John A. Young is a true and correct copy of the Class Action and Private Attorneys General Act Settlement and Release Agreement. (Young Decl. ¶ 14, Ex. A.) Attached as Exhibit B to the Declaration of John A. Young is a true and correct copy of the LWDA's confirmation of submission of the proposed Settlement. (Young Decl. ¶ 15, Ex. B.) Attached as Exhibit A to the Settlement Agreement (Exhibit A to Young Decl.) is a true and correct copy of the Notice of Class Action Settlement. (Young Decl. ¶ 14, Ex. A.)

X. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request the Court grant preliminary approval of the Settlement.

Dated: November 3, 2025 **MAHONEY LAW GROUP, APC**

By: ______________________________

Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS, an individual and on behalf of all employees similarly situated.

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **November 3, 2025,** I served [X] true copies [ ] originals of the following document(s): **NOTICE OF MOTION AND PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT.** I served the document(s) on the person(s) below as follows:

Jones Day Elizabeth McRee, Esq. Cindy Ritchey, Esq. Koree B. Wooley Esq. 4655 Executive Drive, Suite 1500 San Diego, CA 92121	Attorneys for Defendant California Fresh Farms, LLC Telephone: (858) 314-1200 Email: kbwooley@jonesday.com critchey@jonesday.com emcree@jonesday.com
MATERN LAW GROUP, PC Matthew J. Matern, Esq. Launa Adolph, Esq. Keyvon Sabourian, Esq. 2101 E El Segundo Blvd., 403 El Segundo, CA 90245	Attorneys for Plaintiff Consuelo Vazquez and Maria Ceballos Telephone No.:310-531-1900 Facsimile No.: 310-531-1901 Email: KSabourian@maternlawgroup.com emcree@jonesday.com LAdolph@maternlawgroup.com

The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address tnguyen@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message, or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **November 3, 2025**, at Long Beach, California.

Tuan Nguyen