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Attorneys for Plaintiff

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

LETICIA BAEZ DE GUZMAN, on behalf of the
State of California and other aggrieved persons,

Plaintiff,

v.

AGROMILLORA CALIFORNIA, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21CV02371

PAGA REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Tamara L.
Mosbarger, Dept. 1]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Approval of PAGA
Settlement; Declaration of Justin F. Marquez;
and Declaration of Plaintiff Leticia Baez de
Guzman]

APPROVAL HEARING:

Date: September 25, 2024

Time: 9:00 a.m.

Dept.: 1

Complaint Filed: September 21, 2021

Trial date: Not Set

F Superior Court of California F
I County of Butte I
L SEP 25 2024 L
E D Sharif Elmallah, Clerk
D Deputy

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010-1137

[PROPOSED] ORDER

This matter came on for hearing on August 31, 2024 at 9:00 a.m. in Department 1 of the above-entitled Court, the Honorable Tamara L. Mosbarger presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Motion is GRANTED.

The Court approves the PAGA Settlement Agreement ("Settlement") entered into by Plaintiff Leticia Baez de Guzman ("Plaintiff") and Defendant Agromillora California ("Defendant" and together with Plaintiff, the "Parties"), and hereby ORDERS as follows:

1. Defendant shall pay the Gross Settlement Amount of \$155,000.00 according to the terms of the Settlement.

2. The Net Settlement Amount means the Gross Settlement Amount minus the following: (a) \$51,666.67 allocated to Attorneys' Fees; (b) \$10,000.00 allocated to litigation costs; (c) \$5,000.00 allocated to Settlement Administrator Costs; and (d) \$5,000.00 allocated to Plaintiff as a PAGA Representative Award.

(a) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of Attorneys' Fees in the amount of Fifty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$51,666.67), to be paid from the Gross Settlement Amount.

(b) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of litigation costs in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), to be paid from the Gross Settlement Amount.

(c) The Court approves payment to the Settlement Administrator, Phoenix Class Action Administration Solutions, for its reasonable costs and fees to administer the Settlement, not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00), to be paid from the Gross Settlement Amount.

(d) The Court approves Five Thousand Dollars and Zero Cents (\$5,000.00) to be paid to Plaintiff as a PAGA Representative Award for her efforts as a

1 named plaintiff and representative for other PAGA Employees and the State
2 of California, to be paid from the Gross Settlement Amount.

3 3. Of the Net Settlement Amount, 75% is allocated to the California Labor and
4 Workforce Development Agency ("LWDA"); and 25% is allocated to the Individual PAGA
5 Payments.

6 4. The "PAGA Period" is defined as the period from January 20, 2020 to May 15,
7 2023.

8 5. The "Aggrieved Employees" are defined as a person employed by Defendant in
9 California and classified as an hourly-paid or non-exempt employee who worked for Defendant
10 during the PAGA Period. The Aggrieved Employees are bound by the release outlined in
11 Paragraph 5.2 of the Settlement Agreement.

12 6. "Effective Date" means the date by when both of the following have occurred: (a)
13 the Court enters a Judgment the Approval Order; and (b) the Judgment is final. The Judgment is
14 final on: (1) the day the Court enters Judgment assuming no appeal is filed; or (2) if a timely appeal
15 is filed, the date of final resolution of that appeal.

16 7. The Court directs Defendant to fully fund the Gross Settlement Amount by
17 transmitting the funds to the Settlement Administrator within 14 days of the Effective Date.

18 8. The amount of each Aggrieved Employee's Individual PAGA Payment will be
19 calculated as follows: (a) the Settlement Administrator will divide the amount of the Aggrieved
20 Employees' share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by
21 all Aggrieved Employees during the PAGA Period; and (b) the Settlement Administrator will
22 multiply the result in (a) by each Aggrieved Employee's PAGA Period Pay Periods.

23 9. The Court directs the Parties and the Settlement Administrator to carry out the terms
24 of the Settlement.

25 10. Under California Code of Civil Procedure section 664.6, the Court retains
26 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
27 terms.

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1 11. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)
2 days of the entry of the Order.

3 12. The above-referenced action and all claims asserted by Plaintiff individually and in
4 a representative capacity are hereby dismissed with prejudice.

5 13. Plaintiff shall give notice.

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7 DATE: 9/25/2024


Honorable Tamara L. Mosbarger
Butte County Superior Court Judge

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On September 3, 2024, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Attorneys for Defendant Agromillora California

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


Sandy S. Sespene