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14 and all Aggrieved Employees

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

ENRIQUE BARAJAS, on behalf of himself
and all other aggrieved employees,

Plaintiff,

v.

VLOT CALF RANCH, INC., a California
corporation; CASE VLOT, an individual;
AND DARCY VLOT, an individual; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: MCV087569
[Hon. Michael J. Jurkovich, Dept. 411B]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR APPROVAL
OF REPRESENTATIVE PAGA
SETTLEMENT**

Date: May 5, 2025
Time: 8:30 a.m.
Dept: DBOS (200 W. 4th St.)

1 **[PROPOSED] ORDER AND JUDGMENT**

2 The motion of Plaintiff Enrique Barajas (“Plaintiff”) for approval of a representative
3 settlement under the Private Attorneys General Act of 2004 (the “Motion”), matter came on
4 regularly for hearing before this Court on May 5, 2025. Having considered Plaintiff’s Motion filed
5 pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), the
6 Parties’ PAGA Settlement Agreement (the “Settlement Agreement”), the documents and evidence
7 presented in support thereof, and recognizing the disputed factual and legal issues involved in this
8 case, the risks of further prosecution, the substantial benefits to be received by the State of
9 California and the Aggrieved Employees as defined by the Settlement Agreement, and the good
10 faith, arm’s-length negotiations between the Parties, the Court hereby orders and adjudicates that
11 the settlement is approved pursuant to the statutory provisions of Labor Code section 2699(1)
12 applicable to this matter.

13 Therefore, the Court hereby GRANTS Plaintiff’s Motion and ORDERS as follows:

14 1. The Court approves the PAGA settlement amount of \$275,000 (the “Gross
15 Settlement Amount”) as fair, reasonable, and adequate, and directs the parties to effectuate the
16 Settlement according to its terms.

17 2. The “Aggrieved Employees” shall be defined as any person employed by
18 Defendants in California and classified as a non-exempt employee who worked for Defendants
19 during the period of November 30, 2020, through January 23, 2025 (“the PAGA Period”).

20 3. Defendants shall fund the Gross Settlement Amount within thirty (30) calendar
21 days of the entry of this Order and Judgment.

22 4. The Court hereby approves the explanatory notice, attached as Exhibit A to the
23 Settlement Agreement, for mailing to the Aggrieved Employees with their respective settlement
24 payments.

25 5. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
26 Administrator for this settlement. The Court finds that the settlement administration costs in the

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1 amount of \$4,250.00 are fair and reasonable and orders the Settlement Administrator to pay itself
2 these amounts from the Gross PAGA Settlement Fund consistent with the Settlement Agreement.

3 6. The Court finds that attorneys' fees in the amount of \$91,666.00 (one-third of the
4 Gross Settlement Amount) are fair and reasonable and orders the Settlement Administrator to
5 distribute these amounts to Plaintiff's Counsel from the Gross Settlement Amount consistent with
6 the Settlement Agreement.

7 7. The Court finds that Plaintiff's Counsel's request for reimbursement of out-of-
8 pocket litigation costs in the amount of \$8,000.00 is fair and reasonable and orders the Settlement
9 Administrator to distribute these amounts to Plaintiff's Counsel from the Gross Settlement Amount
10 consistent with the Settlement Agreement.

11 8. The Court finds that the requested enhancement payment of \$10,000.00 to Plaintiff
12 Enrique Barajas is fair and reasonable in recognition of the significant efforts he expended, the
13 financial sacrifices he made, and the risks assumed on behalf of the Aggrieved Employees and the
14 State of California, and orders and orders the Settlement Administrator to distribute this amounts
15 to Enrique Barajas from the Gross Settlement Amount consistent with the Settlement Agreement.

16 9. The Gross Settlement Amount, after payment of: (1) Plaintiff's Counsel's
17 attorney's fees and reimbursement of litigation costs, (2) the enhancement payment to Plaintiff
18 Enrique Barajas, and (3) the settlement administration expenses of Phoenix Settlement
19 Administrators, is the "Net PAGA Settlement Amount." Seventy-five percent (75%) of the Net
20 PAGA Settlement Amount shall be paid to the California Labor and Workforce Development
21 Agency. The remaining twenty-five percent (25%) of the Net PAGA Settlement Amount shall be
22 distributed to the Aggrieved Employees on a pro-rata basis based on the number of pay periods
23 worked for Defendants during the PAGA Period.

24 10. Following entry of this Order and Judgment and the Gross Settlement Amount
25 being fully funded, Plaintiff and all Aggrieved Employees will release the Released PAGA Claims
26 against the Released Parties (as defined in the Settlement Agreement) that arose during the PAGA
27 Period. "Released PAGA Claims" means "all claims for PAGA penalties that were alleged, or
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1 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
2 Complaint and the PAGA Notice and ascertained in the course of the Action including, but not
3 limited to: (1) Failure to Pay Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to
4 Authorize and Permit Rest Periods; (4) Civil Penalties for Failure to Timely Pay Wages at
5 Termination and Failure to Pay Continuing Wages Penalty; (5) Failure to Provide Accurate
6 Itemized Wage Statements; (6) Civil Penalties for Failure to Pay Wages Timely During
7 Employment; (7) Civil Penalties for Failure to Keep Complete and Accurate Records; (8) Civil
8 Penalties for Failure to Reimburse Business Expenses; (9) Civil Penalties for Violation of IWC
9 Wage Order 14., and; (10) any claims under the Private Attorney General Act of 2004 all claims,
10 rights, demands, liabilities and causes of action that arose during the PAGA Period for civil
11 penalties under the PAGA, that were alleged in the Action or that reasonably could have been
12 alleged in the Action. The PAGA Released Claims include, but are not limited to, claims under
13 the PAGA for civil penalties for alleged violations of Labor Code §§ 201, 202, 203, 204, 216, 226,
14 226.7, 510, 512, 1174, 1194, 1197, 1991.1, 1198, 1199, and 2802, as well as all applicable
15 Industrial Welfare Commission Wage Orders; and claims for attorneys' fees, costs, or interest
16 resulting therefrom."

17 11. In addition to his release as an Aggrieved Employee, following entry of this Order
18 and Judgment and the Gross Settlement Amount being fully funded, Plaintiff Enrique Barajas
19 releases and discharges Released Parties from all claims, transactions, or occurrences, as defined
20 in the Settlement Agreement. As part of this general release, Plaintiff waives and relinquishes the
21 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:
22 "A general release does not extend to claims that the creditor or releasing party does not know or
23 suspect to exist in his or her favor at the time of executing the release, and that if known by him
24 or her would have materially affected his or her settlement with the debtor or Released Party."

25 12. Upon entry of the order approving the settlement and judgment entered thereon and
26 the Settlement being fully funded, Plaintiff and all Aggrieved Employees will be forever barred
27 from pursuing any and all of the Released PAGA Claims that arose during the PAGA Period
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1 against the Released Parties. The terms of the Settlement Agreement, and this Judgment and Order,
2 shall be binding on Plaintiff, the State of California, and the Aggrieved Employees, and those
3 terms shall have res judicata, collateral estoppel and other preclusive effect in all pending and
4 future claims, lawsuits or other proceedings maintained by or on behalf of any such persons or
5 entities, to the extent those claims, lawsuits or other proceedings constitute PAGA Released
6 Claims as set forth in the Settlement Agreement.

7 13. Upon entry of this Order and Judgment, the Court hereby enters judgment, with
8 prejudice, for the reasons described above and in accordance with the terms of the Settlement
9 Agreement.

10 14. Except as otherwise provided in the Settlement Agreement, all parties shall bear
11 their own attorneys' fees, costs, and expenses incurred by them in or arising out of the lawsuit and
12 shall not seek reimbursement thereof from the Released Parties.

13 15. Upon entry of this Order and Judgment, the Court permanently enjoins and forever
14 bars the Plaintiff and/or the Aggrieved Employees from instituting or prosecuting any of the PAGA
15 Released Claims against the Released Parties which were resolved as part of the Settlement, except
16 as may be required to enforce the terms of the Settlement.

17 16. Without affecting the finality of this Order and Judgment in any way, the Court
18 retains jurisdiction to enforce the terms of the Settlement.

19 17. Neither this Order and Judgment nor the Settlement Agreement (or any other
20 document referred to herein, or any action taken to carry out this Order) may be construed as, or
21 may be used as, an admission of liability or fault by any of the Defendants or Released Parties, or
22 a finding as to the validity of any claims in the Action or of any wrongdoing or violation of law
23 that is otherwise alleged, or could have been alleged, against Defendants or the Released Parties.

24 18. Notwithstanding the foregoing, nothing in this Order and Judgment shall be
25 interpreted as prohibiting the use of this Order and Judgment in a proceeding to consummate or
26 enforce the Settlement Agreement, or the use of this Order and Judgment to defend against the
27 assertion of claims in any other proceeding, or as otherwise required by law.

1 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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4 Date: _____ Hon. Michael J. Jurkovich
5 JUDGE OF THE SUPERIOR COURT

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