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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO

RAUL GRANADOS DELGADO, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

KINGS RIVER FARMING, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 22CECG00736

[Assigned for All Purposes to Honorable Kristi
Culver Kapetan, Department 403]

[PROPOSED] FINAL JUDGMENT

Action Filed: March 10, 2022
Trial Date: Not Set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff RAUL GRANADOS DELGADO (“Plaintiff”) and Defendant KINGS RIVER
3 FARMING, INC. (“Defendant”) (Plaintiff and Defendant are the “Parties”) have reached terms of
4 settlement of this action alleging a claim for relief pursuant to the Labor Code Private Attorneys General
5 Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”).

6 The Parties filed a Joint Stipulation Approving Settlement of Plaintiff’s Claims Brought Pursuant
7 to the Private Attorney General’s Act of 2004 (“PAGA”) (“Stipulated Approval”) memorialized in the
8 PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE (the
9 “Settlement”). A true copy of the Settlement is attached to the Stipulated Approval as Exhibit 2.
10 The Court granted the Parties’ Stipulation. The ORDER GRANTING JOINT STIPULATION
11 FOR COURT APPROVAL OF PAGA SETTLEMENT (“PAGA Settlement Order”), is
12 incorporated herein in its entirety.

13 The Court now enters Judgment following the entry of the PAGA Settlement Order. The
14 Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended
15 to be immediately appealable. All capitalized terms used for purposes of this Judgment, not otherwise
16 defined herein, have the same meaning as given in the Settlement executed by the parties.

17
18 **JUDGMENT**

19 In accordance with and for the reasons stated in the PAGA Settlement Order, Judgment shall be
20 entered whereby the Plaintiff, the State of California, and the Aggrieved Employees, shall take nothing
21 from Defendant, except as expressly set forth in the Settlement, which was filed as Exhibit 2 to the
22 Stipulated Approval, and as approved and awarded by the Court.

23 The Aggrieved Employees are:

24 All non-exempt employees who are or were employed by Defendant within the State of
25 California from February 19, 2021 through the date of entry of order for PAGA
settlement approval.

26 Pursuant to PAGA, California Labor Code § 2699(1)(2), the Labor and Workforce Development
27 Agency (the “LWDA”) has been given timely notice of the Settlement and is therefore bound by this
28

1 Judgment.

2 PAGA claims are released as follows:

3 The Parties agree and acknowledge that, to the maximum extent permitted by law, the
4 final judgment entered pursuant to this settlement will bind all those who would be
5 bound by a judgment if the action had been brought by the LWDA, including Plaintiff,
6 the LWDA, and the Aggrieved Employees, with respect to the recovery of civil
7 penalties under the California Private Attorneys General Act, California Labor Code §
8 2698, et. seq. only, against the “Released Parties”. It is expressly understood and
9 agreed that this settlement only includes a full release of the PAGA claims asserted in
10 the Lawsuit and both of Plaintiff’s Complaint and/or PAGA Notice filed with the
11 LWDA attached as Exhibit A [to the Settlement], including any and all claims during
12 the time period of February 19, 2021 through the date that the Court grants approval of
13 the settlement, arising out of the PAGA claims asserted in the operative complaint
14 and/or the LWDA letter based upon the following: 1) failure to provide meal periods; 2)
15 failure to provide rest periods, 3) failure to pay overtime or minimum wages (including
16 alleged off-the-clock work, miscalculation of the regular rate of pay for overtime and
17 paid sick leave), 4) failure to pay all wages due to discharged and quitting employees,
18 5) failure to furnish accurate itemized wage statements, and 6) failure to reimburse for
19 necessary business expenses (all of the foregoing are collectively referred to as
20 Plaintiff’s “Representative PAGA Claims”). In addition, Plaintiff shall execute general
21 releases of all claims as part of the terms of the Agreement. With the exception of
22 Plaintiff, this settlement shall not impact Aggrieved Employees’ ability to assert claims
23 other than PAGA claims arising from the alleged foregoing violations of the Labor
24 Code.¹

25 Plaintiff and the Aggrieved Employees release the Representative PAGA Claims pursuant to the
26 terms of the Settlement.

27 All payments due under the Settlement will be made pursuant to the Settlement, the PAGA
28 Settlement Order, and this Judgment.

Nothing in this Judgment or the Settlement will be construed as an admission or concession by
any party.

Based on the foregoing and in accordance with the Settlement, this action is dismissed with
prejudice, each side to bear its own costs and attorneys’ fees, except as provided by the Settlement
Agreement.

Pursuant to this Judgment, the Court retains exclusion and continuing jurisdiction over this action
for purposes of supervising, administering, implementing, interpreting and enforcing this Judgment, as
well as the Settlement.

¹ The effective date (“Effective Date”) of the Agreement shall mean the date of entry of the order of
the court approving this Agreement and the PAGA Settlement.

JUDGMENT IS ENTERED ACCORDINGLY.

Dated: _____

Hon. Kristi Culver Kapetan
FRESNO COUNTY SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On December 22, 2022, I served the foregoing document
described as:

8 **[PROPOSED] FINAL JUDGMENT**

9 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
addressed as follows:

10 Christina Tillman
11 Jessica Dominguez
12 Christina Cusimano Tillman
13 **CHAIR, LABOR & EMPLOYMENT LAW GROUP**
14 McCormick Barstow LLP
15 7647 North Fresno Street
16 Fresno, CA 93720
17 jessica.dominguez@mccormickbarstow.com
18 Christina.Tillman@mccormickbarstow.com
19 Justin.Donner@mccormickbarstow.com

20 *Agent for Service of Process for Defendant*

21 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
22 California, by e-mail delivery on the parties listed herein at their most recent known
23 e-mail address or e-mail of record in this action.

24 X (State) I declare under penalty of perjury under the laws of the State of
25 California that the above is true and correct.

26 Executed on December 22, 2022, at Los Angeles, California.

27 Jessica Reyes Flores
28 Name


Signature