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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] ORDER GRANTING JOINT
STIPLATION FOR COURT APPROVAL OF
PAGA SETTLEMENT**

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") submitted Joint Stipulation
4 Approving Settlement of Plaintiff's Claims Brought Pursuant to the Private Attorney General's Act of
5 2004 ("PAGA") ("Stipulated Approval"). The Court having considered all the papers filed and
6 proceedings herein and otherwise being fully informed, and having made this Order, and good cause
7 appearing therefor,

8 **IT IS HEREBY ORDERED THAT:**

9 1. All terms used for purposes of this Order, not otherwise defined, shall have the same
10 meaning as given in the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"),
11 attached as Exhibit 2 to the Stipulated Approval.

12 2. Pursuant to the PAGA, Labor Code section 2699, subdivisions (1)(2) and (1)(4), the Labor and
13 Workforce Development Agency ("LWDA") has been given notice of the Settlement. On -----, 2022,
14 Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The
15 Court finds and determines that Plaintiff's notice of the Settlement complied with the statutory
16 requirements of the PAGA.

17 3. The Court confirms approval of the Settlement as to the following group of individuals,
18 collectively referred to as the "PAGA Settlement Group Members":

19 All hourly-paid or non-exempt, hourly employees who worked for Kings River
20 Farming Inc. from February 19, 2021 through the date of entry of order for
21 PAGA settlement approval

22 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
23 Settlement Group Members, and over those persons and entities undertaking affirmative obligations
24 under the Settlement.

25 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
26 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

27 6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit A to the
28 Settlement Agreement.

1 7. The Court finds that each PAGA Settlement Group Member, in accordance with the
2 Settlement, releases the following “Released Claims” against the Released Parties:

3 “[A]ny and all claims asserted in the Lawsuit and both of Plaintiff’s Complaint
4 and/or PAGA Notice filed with the LWDA, including any and all claims during
5 the time period of February 19, 2021 through the date that the Court grants
6 approval of the settlement, arising out of the PAGA claims asserted in the
7 operative complaint and/or the LWDA letter based upon the following: 1) failure
8 to provide meal periods; 2) failure to provide rest periods, 3) failure to pay
overtime or minimum wages (including alleged off-the-clock work,
miscalculation of the regular rate of pay for overtime and paid sick leave), 4)
failure to pay all wages due to discharged and quitting employees, 5) failure to
furnish accurate itemized wage statements, and 6) failure to reimburse for
necessary business expenses.”

9 8. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
10 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement, are fair
11 and reasonable.

12 9. The Court authorizes ILYM Group Inc. to act as the Settlement Administrator.

13 10. The Court authorizes the Settlement Administrator to calculate and pay the Settlement
14 Shares, in accordance with the terms of the Settlement.

15 11. The Court awards the Settlement Administrator in this Action its fees and costs of \$9,675.00
16 in accordance with the terms of the Settlement Agreement.

17 12. The Court awards to Plaintiff’s Counsel in this Action its fees of \$172,500 in accordance
18 with the terms of the Settlement Agreement. The Court awards to Plaintiff’s Counsel actual costs of \$17,
19 464.76 as shown by the ledger of costs attached as Exhibit 4 to the Stipulated Approval.

20 13. The Court approves the allocations and gross settlement amount of \$517, 500 for the
21 compromise of claims brought under the PAGA, to be paid in accordance with the terms of the
22 Settlement.

23 14. Under the terms of the Settlement, the Net Settlement Amount is \$317,860.24. Seventy-five
24 percent (75%) of the Net Settlement Amount will be paid to the State of California Labor and Workforce
25 Development Agency (“LWDA Payment”), and the remaining amount of the Net Settlement Amount
26 shall be distributed to the PAGA Settlement Group Members in accordance with the terms of the
27 Settlement.
28

1 15. Checks for Settlement Shares sent to PAGA Settlement Group Members shall be valid for
2 one hundred eighty (180) days after issuance. Funds remaining from any checks for Settlement Shares
3 uncashed after one hundred eighty (180) days will be disbursed to the State Controller's Unclaimed
4 Property Fund in your name of the PAGA Settlement Group Member.

5 16. The Court retains exclusive and continuing jurisdiction over this Action for purposes of
6 supervising, administering, implementing, interpreting, and enforcing this Order, as well as the
7 Settlement.

8 17. Nothing in this Order or the Settlement shall be construed as an admission or concession by
9 any party. The Settlement and this resulting Order simply represent a compromise of disputed
10 allegations.

11 18. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10) days of the
12 date of this Order.

13 19. The action is DISMISSED WITH PREJUDICE.

14 20. The Court will enter Final Judgment in accordance with this Order.

15 21. The Court shall retain jurisdiction with respect to all matters related to the administration
16 and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the
17 subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the
18 determination of all controversies relating thereto.

19
20 **IT IS SO ORDERED.**

21 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
8 described as:

9 **[PROPOSED] ORDER GRANTING JOINT STIPLATION FOR COURT APPROVAL OF**
10 **PAGA SETTLEMENT**

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

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

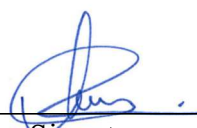
23 *Agent for Service of Process for Defendant*

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

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

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

23 Jessica Reyes Flores
24 Name

23 
24 Signature