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JOSE RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO

JOSE RIVAS RODRIGUEZ, individually
and on behalf of others similarly situated,
and as an aggrieved employee and Private
Attorney General,

Plaintiff,

vs.

VALLEYWIDE FARM LABOR, INC, a
California corporation; REITZ ALMOND
HARVESTING, INC. a California
corporation and DOES 2 through 50,
inclusive,

Defendants.

Case No.: 22CECG01009

*Assigned for all purposes to Hon. Lisa Gamoian,
Dept. 502*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint Filed: April 1, 2022

FAC Filed: June 7, 2022

Trial Date: Not set

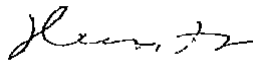
1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on July 29, 2026, the Honorable Lisa Gamoian, in
3 Department 502 of the above-entitled Court, located at 1130 O. Street in Fresno California 93724,
4 executed and entered the final order and judgment in this matter. Attached hereto as **Exhibit A** is
5 a true and correct copy of the Final Order and Judgment which was executed and filed on July 29,
6 2026. Attached hereto as **Exhibit B** is a true and correct copy of the Minute Order which was
7 executed and filed on July 23, 2026.
8

9 Dated: August 14, 2026

PROTECTION LAW GROUP, LLP

10
11 By:



Heather Davis, Esq.
Attorneys for Plaintiff

Exhibit A

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Superior Court of California,
County of Fresno
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06/26/26 3:56 PM

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF FRESNO**

11 JOSE RODRIGUEZ, individually and on
12 behalf of others similarly situated, and as an
13 aggrieved employee and Private Attorney
14 General,

15 Plaintiff,

16 vs.

17 VALLEYWIDE FARM LABOR, INC., a
18 California corporation; REITZ ALMOND
19 HARVESTING, INC. a California corporation
20 and DOES 2 through 50, inclusive,

21 Defendants.

Case No.: 22CECG01009

*Assigned for all purposes to Hon. Lisa
Gamoian, Dept. 403*

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Complaint Filed: April 1, 2022
FAC Filed: June 7, 2022
Trial Date: None

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

2 The above-referenced Class and PAGA Action (“Action”) having come regularly before
3 the Court for a hearing and Final Order Approving Class Action and PAGA Settlement and
4 Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary
5 Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement
6 and the First Amendment to the Joint Stipulation of Class Action and PAGA Settlement
7 (“Agreement” or “Settlement Agreement”), and due and adequate notice having been given to all
8 Class Members as required in the Preliminary Approval Order, and the Court having considered
9 all papers filed and proceedings had herein and otherwise being fully informed and good cause
10 appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

11 1. The Court GRANTS Plaintiff Jose Rodriguez’s (“Plaintiff”) Motion for Final
12 Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Agreement.
14 The term “Class” and “Class Members” shall mean the following: “all current and former non-
15 exempt employees of Defendants Valleywide Farm Labor, Inc. and Reitz Almond Harvesting, Inc.
16 (“Defendants”) who worked in the State of California at any time between April 1, 2018, and
17 March 24, ²⁰²²~~2024~~ (the Class Period).” The term “Participating Class Member” includes all Class
18 Members who did not submit a timely and valid Request for Exclusion as provided in the
19 Agreement.

20 3. The term “PAGA Member” shall mean the following: “all current and former non-
21 exempt employees of Defendants who worked in the State of California at any time between March
22 31, 2021, and March 24, 2022 (the “PAGA Period).”

23 4. This Court has jurisdiction over the subject matter of this Action and over all Parties
24 to this Action, including all Class Members and PAGA Members.

25 5. Distribution of the Class Notice directed to the Class Members as set forth in the
26 Agreement and the other matters set forth therein has been completed in conformity with the
27 Preliminary Approval Order, including individual notice to all Class Members who could be
28 identified through reasonable effort, and the best notice practicable under the circumstances. The

1 Class Notice provided due and adequate notice of the proceedings and of the matters set forth
2 therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to
3 such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class
4 Members, all Released Class Claims and all Released PAGA Claims, are covered by and included
5 within the Settlement and this Final Order.

6 6. The Court hereby finds the Settlement was entered into in good faith pursuant to
7 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
8 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
9 standards and applicable requirements for final approval of this class action settlement under
10 California law, including the provisions of California Code of Civil Procedure section 382 and
11 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
12 *Superior Court*, 4 Cal.3d 800, 821 (1971).

13 7. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

14 8. The Court hereby approves the Settlement set forth in the Agreement and finds that
15 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
16 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
17 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that
18 the Parties have conducted extensive investigation and research, and counsel for the Parties are
19 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this
20 time will avoid additional substantial costs, as well as avoid the delay and risks that would be
21 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
22 being granted as part of the Settlement and recognizes the significant value to the Class Members.
23 The Court also finds that the Class is properly certified as a class for settlement purposes only.

24 9. Upon the complete funding of the Gross Settlement Amount and all applicable
25 employer-side payroll taxes by Defendants, Defendants Valleywide Farm Labor, Inc and Reit
26 Almond Harvesting, Inc. as named by Plaintiff in the operative complaint, and their past, present
27 and/or future, direct and/or indirect, officers, directors, members, managers, agents,
28 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent

1 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers
2 (the “Released Parties”) from all claims, rights, demands, liabilities and cause of actions that are
3 alleged, or reasonably could have been alleged, based on the facts alleged in the operative
4 complaint in the Action, including factual claims regarding Defendants' alleged: (i) failure to pay
5 all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods
6 or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof;
7 (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely
8 pay wages during employment; (vi) failure to provide complete, accurate wage statements; and
9 (vi) unfair business practice. This release includes any and all statutes listed in the operative
10 complaint pertaining to claims against Defendants (“Released Class Claims”) and which arose
11 between April 1, 2018, and March 24, 2022 (the “Class Period”) This release shall be binding on
12 all Participating Class Members.

13 10. Upon the complete funding of the Gross Settlement Amount and all applicable
14 employer-side payroll taxes by Defendants, Plaintiff, the California Labor and Workforce
15 Development Agency (“LWDA”) and the State of California, through Plaintiff as its agent and/or
16 proxy, any other representative, proxy, or agent thereof, including but not limited to any and all
17 PAGA Members, shall release and discharge the “Released Parties” from all claims under the
18 California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have
19 been premised on the facts alleged both in Plaintiff’s March 31, 2022 PAGA Letter to the LWDA
20 and in the operative complaint including but not limited to penalties that could have been awarded
21 pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 (the “Released PAGA Claims”) and
22 which arose between March 31, 2021, and March 24, 2022 (the “PAGA Period”).

23 11. Additionally, upon the complete funding of the Gross Settlement Amount and all
24 applicable employer-side payroll taxes by Defendants, Plaintiff shall also generally release and
25 discharge the Released Parties from all claims, demands, obligations, causes of action, or liabilities
26 as expressly set forth in paragraph 68 of the Settlement Agreement.

27 12. Two Class Members, Adan Sucilla and Yolanda Sucilla submitted timely and valid
28 requests to be excluded from the terms of the Settlement and, accordingly, are hereby excluded

1 from the Class Settlement and release of the Released Class Claims. The request for exclusion is
2 not applicable to the portion of the settlement relating to PAGA or the release of the “Released
3 PAGA Claims.” The last date to timely submit a request for exclusion was June 9, 2026.
4 Accordingly, the remaining 229 Participating Class Members are included and bound by this
5 Order and Judgment.

6 13. The Court also hereby finds that there were no written objections to the
7 Settlement. The last day to submit a written objection to the settlement was June 9, 2026.

8 14. The Court finds the settlement payments provided for under the Agreement to be
9 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement
10 and amendments thereto the Court orders Defendants to fund the Gross Settlement Amount of
11 \$125,000.00 within 14 days of the Effective Date to provide payments for the Class/PAGA
12 Members individual settlement payments, the class representative enhancement payment for
13 Plaintiff, Class Counsel’s attorney fees and costs, the Settlement Administrator’s fees and
14 expenses, and penalties to the LWDA pursuant to Labor Code Section 2698 et seq. The
15 calculations and the payments shall be made administered in accordance with the terms of the
16 Agreement.

17 15. Pursuant to the terms of the Agreement and amendment thereto, and the
18 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class
19 Counsel attorneys’ fees in the amount of \$43,750.00 (35% of the Gross Settlement Amount) and
20 litigation costs in the amount of \$12,218.35 from the Gross Settlement Amount as final payment
21 for and complete satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to
22 Class Counsel and any other person or entity related to the Action.

23 16. The Court hereby approves and orders a Class Representative Enhancement
24 Payment of \$7,500.00 to Plaintiff Jose Rodriguez from the Gross Settlement Amount in
25 accordance with the terms of the Settlement Agreement.

26 17. The Court approves and orders the payment in the amount of \$5,625.00 (75% of
27 \$7,500.00) from the Gross Settlement Amount to the California Labor Workforce Development
28 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The

1 remaining \$1,875.00 (25% of \$7,500.00) shall be distributed to the PAGA Members as set forth
2 in the Agreement.

3 18. The Court also hereby approves and orders payment from the Gross Settlement
4 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
5 Phoenix Settlement Administrators in the amount of \$8,000.00 as set forth Settlement Agreement.

6 19. The Court hereby approves and orders payment of individual settlement payments
7 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

8 20. The Court also hereby approves and orders that any checks distributed from the
9 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
10 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
11 Controller of the State of California Unclaimed Property Fund to be held pursuant to Unclaimed
12 Property Law California Civil Code §1500 et. seq.

13 21. Provided the Settlement becomes effective under the terms of the Agreement, the
14 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
15 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

16 22. Neither the Settlement nor any of the terms set forth in the Agreement is an
17 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding
18 of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the
19 other Released Parties. Neither this Final Order, the Agreement, nor any document referred to
20 herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used
21 as, an admission by or against Defendants, or any of the other Released Parties, of any fault,
22 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
23 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
24 be evidence of, an admission or concession with regard to the denials or defenses by Defendants,
25 or any of the other Released Parties, and shall not be offered in evidence in any action or
26 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other
27 than to enforce the provisions of this Final Order, the Agreement, the Released Class Claims,
28 Released PAGA Claims, or any related agreement or release. Notwithstanding these restrictions,

any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Class/PAGA Claims.

23. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

24. The Court sets a status conference in order to review the distribution of the Settlement Payments for 12-17-26. A declaration from the settlement administrator shall be filed at least 5 court days in advance.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: **July 29, 2026**

Yves M. Gendreau
JUDGE OF THE SUPERIOR COURT

Exhibit B



IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO
CIVIL UNLIMITED DEPARTMENT 502

Jose Rodriguez
Plaintiff/Petitioner,
v.
Valleywide Farm Labor, Inc. /
COMPLEX / CLASS ACTION
Defendant/Respondent.

Case No. **22CECG01009**
Event Date: **07/23/2026**
Event Type: **Final Approval Hearing On Class
Action Settlement**
Mtn/OSC:
Add'l Info: **Filed 06/26/2026**
Judge: **Lisa M. Gamoian**
Clerk: **Maria Lopez**
Reporter:

Minutes

Update Scheduled Events - 07/23/2026 Final Approval Hearing on Class Action Settlement in
Department 502
Event Result: Not Heard - Orders Made

Appearances:

There are no appearances.

Nature of Proceedings:

No Oral Argument requested .

Tentative Ruling becomes the order of the court.

Pursuant to CRC 3.1312(a) and CCP §1019.5(a), no further order is necessary. Service by the
clerk will constitute notice of the order.

(See attached copy of the Tentative Ruling.)

07/23/2026 Ruling - Tentative Filed By - Clerk.

Certificate of mailing/electronic service attached.