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

OMAR SOTO on behalf of himself
and all similarly aggrieved employees,

Plaintiff,

v.

RAMCO ENTERPRISES, L.P.; TAYLOR
FARMS RETAIL, INC.; and DOES 1 through
50, inclusive,

Defendants.

Case No. 22CV002774

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT UNDER CALIFORNIA
LABOR CODE § 2698 ET SEQ.**

Date: August 14, 2026
Time: 8:30 a.m.
Dept.: 14

Complaint Filed: September 19, 2022
Trial Date: Not Set

NABOR SANCHEZ on behalf of himself
and all similarly aggrieved employees,

Plaintiff,

v.

TAYLOR FARMS CALIFORNIA, INC.; and
DOES 1 through 50, inclusive,

Defendants.

Complaint Filed: December 30, 2022
Trial Date: None Set

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On August 14, 2026, at 8:30 a.m. in Department 14, Plaintiffs Omar Soto and Nabor Sanchez's (collectively, "Plaintiffs" or "PAGA Representatives") unopposed motion for approval of the PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into by and between Plaintiffs and Defendants RAMCO Enterprises, L.P. ("RAMCO") and Taylor Farms Retail, Inc. ("TFR") (collectively, "Defendants"), came before the Court for hearing pursuant to the Private Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiffs appeared via their counsel ("PAGA Counsel") and counsel also appeared for Defendants.

The Court, having considered the Motion, the Settlement Agreement, all supporting documents, the arguments of counsel, and the records and files in this action, and good cause appearing, hereby ORDERS that Plaintiffs' Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the matters of *Omar Soto v. RAMCO Enterprises, L.P., et al.*, Monterey County Superior Court, Case No. 22CV002774 ("*Soto* PAGA Action") and *Nabor Sanchez v. Taylor Farms California, Inc., et al.*, Monterey County Superior Court, Case No. 22CV004066 ("*Sanchez* PAGA Action").

2. Aggrieved Employees are defined as all current and former non-exempt employees of RAMCO assigned to work at TFR's food processing facilities in California at any time during the PAGA Period. The PAGA Period is September 19, 2021, through _____.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$950,000.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the settlement as set forth in the Settlement Agreement and directs the Parties to

1 effectuate the settlement according to the terms outlined in the Settlement Agreement.

2 4. The Court hereby finds that Plaintiffs' notice of the Settlement Agreement submitted
3 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with
4 the notice requirements of California Labor Code § 2699.

5 5. Upon RAMCO's payment of the Gross Settlement Amount, Plaintiffs, on behalf of
6 the State of California, each PAGA Member and all persons purporting to act on the PAGA
7 Members' behalf or purporting to assert a claim under or through them, shall be deemed to have
8 fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of
9 the Released Parties of and from any and all claims for PAGA civil penalties pursuant to California
10 Labor Code Section 2698, et seq. pleaded or which could have been pleaded arising, in whole or in
11 part, from the facts and/or allegations contained in the Second Amended Complaint in the
12 Consolidated PAGA Action and Plaintiffs' LWDA Notices (including any amended Notices) against
13 the Released Parties (as defined above), that arose during the PAGA Period, including the following:
14 California Labor Code sections 201, 202, 203, 204, 205, 210, 218, 218.5, 226, 226.3, 226.7, 233,
15 245 – 249, 294, 510, 512, 558, 558.1, 1174, 1174.1, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
16 1198, 1199, 2800, 2802, 2698, et seq., 2699, 2699(a), 2699.3, 2699.5, Wage Orders 1-17, Sections
17 3-5, 11, and 12, Wage Order No. 8-2001, and Code of California Civil Procedure § 1021.5. The
18 release shall run through the end date of the PAGA Period.

19 6. The term "Released Parties" means Defendants RAMCO Enterprises, L.P. and Taylor
20 Farms Retail, Inc. and their present, former, or future parent and/or subsidiary corporations, and both
21 RAMCO Enterprises, L.P. and Taylor Farms Retail, Inc.'s past, present and/or future, direct and/or
22 indirect, owners, officers, directors, members, managers, managing agents, representatives,
23 employees, attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
24 subsidiaries, affiliates, divisions, predecessors, successors, assigns, contractors, joint venturers, and
25 any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals
26 or any persons or other entities related to or acting on behalf of either Defendants.

27 7. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
28 admissions by Defendants, or any of the other Released Parties, of liability on any of the allegations

1 alleged in the *Soto* PAGA Action or *Sanchez* PAGA Action. Nor is this Order a finding of the validity
2 of any claims in the *Soto* PAGA Action or *Sanchez* PAGA Action, or of any wrongdoing by
3 Defendants, or any of the other Released Parties. The Settlement Agreement represents a
4 compromise and settlement of highly disputed claims. Defendants deny all liability in the *Soto* PAGA
5 Action or *Sanchez* PAGA Action.

6 8. Pursuant to the terms of the Settlement, the Court approves Diversity Law Group,
7 P.C., Fitzpatrick & Swanson, and Aegis Law Firm, PC, as PAGA Counsel for settlement purposes.

8 9. Pursuant to the terms of the Settlement, the Court awards attorneys' fees to PAGA
9 Counsel in the total amount of **\$316,666.67** ("PAGA Counsel Fees Payment"), to be paid out of the
10 Gross Settlement Amount, as final payment for and satisfaction of any and all attorneys' fees arising
11 out of the Actions.

12 10. Pursuant to the terms of the Settlement, the Court awards litigation costs to PAGA
13 Counsel in the amount of **\$33,967.37** ("PAGA Counsel Litigation Expenses Payment"), to be paid
14 out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all
15 attorneys' costs arising out of the Actions.

16 11. The Court appoints Phoenix Settlement Administrators ("Phoenix") to serve as the
17 Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration
18 related payments in the amount of **\$12,995.00** to Phoenix as compensation for its fees and costs in
19 administering this Settlement ("Administration Expenses"). This amount is to be paid out of the
20 Gross Settlement Amount.

21 12. Pursuant to the terms of the Settlement Agreement, the PAGA Payment of
22 **\$586,370.96** shall be allocated as follows: 75% (**\$439,778.22**) will be paid to the LWDA and the
23 remaining 25% (**\$146,592.74**) will be paid to the Aggrieved Employees pursuant to the method set
24 forth in the Settlement Agreement for calculating Individual PAGA Payments.

25 13. Defendants will not be required to pay any additional amounts in connection with the
26 Settlement other than those amounts specifically set forth in the Settlement Agreement and this
27 Order.

28 14. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the

1 purposes of supervising the implementation, enforcement, construction, administration, and
2 interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to
3 California Code of Civil Procedure Section 664.6.

4 15. The Court hereby enters judgment in the *Soto* PAGA Action and *Sanchez* PAGA
5 Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement
6 Agreement. This Order shall have full equitable and collateral estoppel and res judicata effect and be
7 final and binding upon Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released
8 PAGA Claims.

9 16. This Judgment is intended to be a final disposition of the above-captioned action in
10 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
11 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

12 17. As the Judgment is consistent with the terms of the Settlement Agreement, the Parties
13 and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-
14 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
15 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right
16 to oppose such motions, writs or appeals. If another individual or entity who is not a Party to this
17 Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement
18 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
19 becomes final.

20 18. A Final Accounting Hearing is set for _____, 2027 at ____ a.m. The
21 Administrator is to file a declaration no later than _____ days in advance to confirm that the
22 distribution of funds is complete, per the Settlement Agreement.

23 **IT IS SO ORDERED.**

24
25
26 DATED: _____, 2026

Judge of the Superior Court