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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BENITO**

15 ESPIRIDION GOPAR, an individual and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 TAYLOR FARMS RETAIL, INC.; and DOES 1
19 through 50, inclusive,

20 Defendant.

Case No. CU-24-00222

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

[Assigned for all purposes to The Honorable
Omar Rodriguez, Dept. 1]

Date: June 22, 2026
Time: 10:30 a.m.
Dept.: 1
Action Filed: September 11, 2024
Trial Date: None Set

1 On June 22, 2026, at 10:30 a.m. in Department 1, Plaintiffs Espiridion Gopar, Silvia Lopez
2 Armenta, Maria Castro Garcia, Enedina De La Torre, Socorro Sena, and Adolfo Esquivel Illu's
3 (collectively, "Plaintiffs" or "PAGA Representatives") unopposed Motion for Approval of PAGA
4 Settlement Agreement ("Settlement Agreement") entered into by and between Plaintiffs and
5 Defendant Taylor Farms Retail, Inc. ("Defendant"), came before the Court for hearing pursuant to
6 the Private Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiffs
7 appeared via their counsel ("PAGA Counsel") and counsel also appeared for Defendant.

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

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

12 1. This Order hereby fully incorporates the Settlement Agreement. Unless otherwise
13 provided herein, all capitalized terms used herein shall have the same meaning as defined in the
14 Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all
15 matters relating thereto, and over all parties to the *Gopar* Action.

16 2. Aggrieved Employees are defined as all individuals who were employed by
17 Defendant in California as non-exempt employees at any time during the PAGA Period. The PAGA
18 Period is December 7, 2021, through the earlier of June 26, 2026 or the date the Court grants approval
19 of this Settlement.

20 3. The Court has considered the nature of the claims, the amount paid in settlement,
21 which is \$1,290,000.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among
22 the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties'
23 respective positions rather than the result of a finding of liability at trial. The Court hereby finds the
24 Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and
25 has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court
26 therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to
27 effectuate the Settlement according to the terms outlined in the Settlement Agreement.

28 4. The Court hereby finds that Plaintiffs' notice of the proposed Settlement submitted to

the Labor and Workforce Development Agency (“LWDA”) fully and adequately complied with the notice requirements of California Labor Code § 2699.

5. Upon Defendant’s payment of the Gross Settlement Amount, Plaintiffs, Aggrieved Employees, the State of California, and the LWDA are deemed to release the Released Parties from all of the Released PAGA Claims.

6. The term “Released Parties” means “Defendant and each of its former and present insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.”

7. The term “Released PAGA Claims” means “[a]ll claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period.”

8. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the *Gopar* Action, nor is this Order a finding of the validity of any claims in the *Gopar* Action, or of any wrongdoing by Defendant, or any of the other Released Parties. The Settlement Agreement represents a compromise and settlement of highly disputed claims. Defendant denies all liability in the *Gopar* Action. Representative treatment of the Aggrieved Employees also is for settlement purposes only.

9. Pursuant to the terms of the Settlement, the Court approves Diversity Law Group, P.C., Fitzpatrick & Swanson, and Messrelian Law Inc., as PAGA Counsel for settlement purposes.

10. Pursuant to the terms of the Settlement, the Court awards attorneys’ fees to PAGA Counsel in the total amount of **\$430,000.00** (“PAGA Counsel Fees”), to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Actions.

11. Pursuant to the terms of the Settlement, the Court awards litigation costs to PAGA Counsel in the amount of **\$30,112.29** (“PAGA Counsel Expenses”), to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys’ costs

1 arising out of the Actions.

2 12. Pursuant to the terms of the Settlement, the Court awards Plaintiffs individual PAGA
3 Representative Service Payments in the amount of **\$2,500.00 each** for a collective total of
4 \$15,000.00, to be paid out of the Gross Settlement Amount.

5 13. The Court appoints Phoenix Settlement Administrators (“Phoenix”) to serve as the
6 Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
7 administration related payments in the amount of **\$19,750.00** to Phoenix as compensation for its fees
8 and costs in administering this Settlement (“Administration Expenses”). This amount is to be paid
9 out of the Gross Settlement Amount.

10 14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
11 approximately **\$795,137.71** shall be allocated as follows: 75% (**\$596,353.28**) will be paid to the
12 LWDA and the remaining 25% (**\$198,784.43**) will be paid to the Aggrieved Employees pursuant to
13 the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

14 15. Defendant will not be required to pay any additional amounts in connection with the
15 Settlement other than those amounts specifically set forth in the Settlement Agreement and this
16 Order.

17 16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
18 purposes of supervising the implementation, enforcement, construction, administration, and
19 interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to
20 California Code of Civil Procedure Section 664.6.

21 17. The Court hereby enters judgment of the entire *Gopar* Action, with prejudice, for the
22 reasons set forth above and upon the terms set forth in the Settlement Agreement. This Order shall
23 have full equitable and collateral estoppel and res judicata effect and be final and binding upon
24 Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released PAGA Claims.

25 18. This Judgment is intended to be a final disposition of the above-captioned action in
26 its entirety and is intended to be immediately appealable. Subject to the Court’s continuing
27 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

28 19. As the Judgment is consistent with the terms of the Settlement Agreement, the Parties

1 and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-
2 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
3 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right
4 to oppose such motions, writs or appeals. If another individual or entity who is not a Party to this
5 Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement
6 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
7 becomes final.

8 **IT IS SO ORDERED.**

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11 DATED: _____, 2026

12 Hon. Omar Rodriguez
13 Judge of the Superior Court
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