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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

JUAN MARTIN CORONA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No.: 21CV004035

PAGA MATTER

Assigned for All Purposes To:
Hon. Thomas W. Wills

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

Hearing Date: September 12, 2025
Time: 8:30 a.m.
Department: 15

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On September 12, 2025 at 8:30 a.m. in Department 15, Plaintiff Elisa Maldonado de Ramirez’s and Plaintiff Juan Martin Corona’s (“Plaintiffs”) unopposed Motion for Approval of PAGA Settlement Agreement (“Settlement Agreement”) entered into by and between Plaintiffs, on behalf of themselves, the State of California, and all aggrieved employees (the “Aggrieved Employees”), and Defendant Taylor Farms California, Inc. (“Defendant”), 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 Defendant. There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiffs’ Motion is GRANTED.

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

1. This Order hereby fully incorporates the Settlement Agreement entered into between Plaintiffs, on behalf of themselves, the Aggrieved Employees, and the State of California, on the one hand, and Defendant on the other hand. 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 Action.

2. Aggrieved Employees are defined as all individuals who were employed by Defendant in California as non-exempt employees, at any time during the PAGA Period, which is September 9, 2020, through the date the Court grants approval of this Settlement.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$1,300,000.00 (“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

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

2 4. The Court hereby finds that Plaintiffs' notice of the proposed Settlement 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 Defendant's payment of the Gross Settlement Amount, Plaintiffs, the State
6 of California, the LWDA, and the Aggrieved Employees shall be bound by the following release
7 set forth in the Settlement Agreement:

8 Release of PAGA Claims:

9 All Aggrieved Employees, the State of California, and the LWDA are deemed to
10 release, on behalf of themselves and their respective former and present representatives,
11 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from
12 all of the Released PAGA Claims.

13 "Released Parties" means Defendant and each of its former and present insurers, brands,
14 concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees,
15 officers, directors, agents, attorneys, administrators, representatives, heirs, estates, power-of-
16 attorney, and any individual or entity that could be jointly liable with Defendant.

17 "Released PAGA Claims" means the release from the LWDA, State of California and
18 Aggrieved Employees of all claims for PAGA penalties that were alleged, or reasonably could
19 have been alleged, based on the factual allegations stated in the Operative Complaint and the
20 PAGA Notices, which occurred during the PAGA Period.

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

28 7. Pursuant to the terms of the Settlement, the Court approves Diversity Law Group,
P.C., Hyun Legal, APC, Law Offices of Choi & Associates, Fitzpatrick & Swanson, D.Law, Inc.,

and David Yeremian & Associates Inc., as PAGA Counsel for settlement purposes.

8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA Counsel in the total amount of **\$433,333.33**, 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 Action.

9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to PAGA Counsel in the amount of **\$40,762.99**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

11. The Court appoints Phoenix Settlement Administrators ("Phoenix") to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **\$12,950.00** to Phoenix as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

12. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **\$802,953.68** shall be allocated as follows: 75% (**\$602,215.26**) will be paid to the LWDA and the remaining 25% (**\$200,738.42**) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

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

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

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

16. This Judgment is intended to be a final disposition of the above-captioned action in

1 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
2 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

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

11 **IT IS SO ORDERED.**

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13 DATED: _____ 2025

14 Hon. Thomas W. Wills
15 Judge of the Superior Court
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