

WINSTON LAW GROUP, P.C.

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Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JESUS MARTINEZ RAMIREZ, an individual,
on behalf of himself, others similarly situated,

PLAINTIFF,

v.

JAGUAR FARM LABOR CONTRACTING,
INC., a California Corporation, and DOES 1
thru 50, inclusive,

DEFENDANTS.

Case No.: BCV-23-102358-BCB

[Assigned for all purposes to the Hon. Bernard
C. Barmann, Jr., Division H]

**DECLARATION OF JOE GARCIA IN
SUPPORT OF APPROVAL OF PAGA
SETTLEMENT**

Date: June 16, 2025

Time: 8:30 a.m.

Division.: H

Complaint Filed: July 21, 2023

FAC Filed: September 26, 2023

Trial Date Set: None

DECLARATION OF JOE GARCIA

1. I am and at all relevant times have been the CEO of Jaguar Farm Labor Contracting, Inc. The following items are personally known to me and if called upon to testify I would competently testify thereto.

2. Jaguar Farm Labor Contracting, Inc. is a farm labor contractor based out of Delano, CA. We contract with owners of agricultural land, crops, and facilities throughout California to perform farm labor services to produce agricultural products that are owned and sold by our clients. Jaguar's clients pay Jaguar an amount equal to the wages that our employees earned in performing the services plus a commission that covers expenses such as workers' compensation insurance, overhead, and payroll taxes. Our profit is limited to the extent by which our commission exceeds our expenses. We do not own or have a financial interest in the underlying agricultural property, products, or proceeds.

3. We have agreed to pay this gross settlement amount to avoid the costs of litigation, even though we deny the underlying allegations. We pay our employees competitively and in compliance with California and federal law.

4. Plaintiff's attorney has alleged that Jaguar is exposed to millions of dollars in liability in this case. While Jaguar believes that the allegation of liability of this magnitude is entirely without reasonable support, even if it was, Jaguar does not have the financial resources to pay such a judgment. In the extremely unlikely event that Plaintiff obtained a seven-figure judgment, Jaguar would be unable to pay and would pursue bankruptcy.

5. Even the \$485,000 settlement amount places a significant financial strain on Jaguar. If this payment was due in one lump sum payment, there is a risk that Jaguar would not have sufficient funds to continue operations without interruption. With the settlement paid in monthly payments per the schedule in the agreement, I am more confident that we will be able to make these payments and meet our other financial obligations.

6. Neither I, Jaguar Farm Labor Contracting, Inc., nor our attorneys have an interest in the governance of CASA of Kern County who the Parties' propose as the *cy pres* beneficiary for any uncashed/unclaimed funds as required by California Code of Civil Procedure § 384.

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2 I declare under penalty of perjury under the laws of the United States and the State of
3 California that the foregoing is true and correct.

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5 Executed on this ²⁸ day of April, 2025 in Delano, California.

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7 By: 
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9 JOE GARCIA
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