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FILED

KERN COUNTY SUPERIOR COURT
06/16/2025

BY Evans, Gricelda
DEPUTY

**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]

**~~[PROPOSED]~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING FINAL JUDGMENT**

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

1 The Court has received and considered the application of Plaintiff Jesus Martinez Ramirez,
2 an individual, on behalf of the people of the State of California acting as a private attorney general
3 under the Labor Code Private Attorneys General Act of 2004, § 2698, *et seq.* (“PAGA”) for
4 approval of the Private Attorney General Act Settlement Agreement (“Settlement Agreement” or
5 “Settlement”) entered into between Plaintiff on behalf of the state of California as a private attorney
6 general pursuant to PAGA and Defendant Jaguar Farm Labor Contracting, Inc. The Court hereby
7 approves the Representative PAGA Settlement and enters judgment in favor of Plaintiff on the
8 PAGA claims in the amount of \$485,000.00 and also hereby enters judgment on Plaintiff’s separate
9 individual claims pending before the Court in the amount of \$15,000.00.

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

11 1. All terms used in this Order Granting Approval of PAGA Settlement and Judgment
12 (the “Order”) shall have the same meanings given as those terms are used and/or defined in the
13 Parties’ Settlement Agreement.

14 2. The Court has jurisdiction over the subject matter.

15 3. The Court finds that the instant action presented a good faith dispute of the claims
16 alleged, and the Court finds in favor of settlement approval.

17 4. The Court finds that the Parties proposed Settlement is fair, reasonable, and adequate
18 in view of PAGA's purposes to remediate present labor law violations. As such, the Court approves
19 the Settlement of the above-captioned action, as set forth in the Settlement Agreement. The Settling
20 Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

21 5. The Court appoints and confirms Plaintiff Jesus Martinez Ramirez as the PAGA
22 representative.

23 6. The Court appoints David S. Winston and Winston Law Group, P.C. as PAGA
24 Counsel.

25 7. The Court hereby enters FINAL JUDGMENT in conformity with the Settlement
26 Agreement. All terms used herein shall have the same meaning as defined in the Settlement
27
28

1 Agreement. The Settlement Administrator shall distribute the Gross Settlement Amount of
2 \$485,000 as follows:

- 3 (a) PAGA Counsel's attorneys' fees in the amount of one-third of the
4 Settlement Payment (\$161,666.67);
- 5 (b) PAGA Counsel's cost reimbursement in the amount of \$15,138.88;
- 6 (c) Settlement Administration costs of \$28,000.00 to be paid to the Settlement
7 Administrator ILYM;
- 8 (d) A service award to Jesus Martinez Ramirez in the amount of \$5,000.00;
- 9 (e) the remainder of the Settlement Payment after deducting the items (a), (b),
10 (c), and (d) herein shall be designated as PAGA Penalties, which are
11 estimated to be \$275,194.45 and will be allocated between the LWDA and
12 the Aggrieved Employees pursuant to Labor Code section 2699(i) with 75%
13 (\$206,395.84) paid to the LWDA and 25% (\$68,798.61) paid to the
14 Aggrieved Employees on a pro rata basis based upon the number of pay
15 periods worked during the PAGA period as set forth in the Parties'
16 Settlement Agreement.

17 8. Upon the date the Court enters Judgment, Plaintiff, the Aggrieved Employees, and
18 the State of California, shall fully release and forever discharge Defendant and the Released Parties
19 for the period from July 21, 2022 through March 14, 2025 from any and all claims, rights, or causes
20 of action seeking civil penalties under PAGA that were alleged or reasonably could have been
21 alleged against the Released Parties based on the facts alleged in the July 21, 2023 PAGA Notice,
22 the September 29, 2023 PAGA Notice, and the September 26, 2023 First Amended Complaint
23 including, but not limited to, PAGA claims for violations of California Labor Code §§ 200, 201,
24 202, 203, 204, 206.5, 210, 226, 226.2, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5,
25 1194, 1197, 1197.1, 1198 (including seating), 1198.5, 1199, 2802, 2810.5, and IWC Wage Order
26 Nos. 13-2001 and 14-2001. This Settlement does not cover any employees' individual claims.

27 9. All checks to Aggrieved Employees shall remain valid and negotiable for 180 days
28

1 from the date of their issuance. The Court finds that distribution of any residual funds to the
2 proposed *cy pres* beneficiary CASA of Kern County complies with the requirements of Code of
3 Civil Procedure section 384. The Court hereby appoints CASA of Kern County as the *cy pres*
4 beneficiary for any residual funds, pursuant to the terms of the Settlement. Upon the expiration of
5 the check cashing deadline, the Settlement Administrator shall promptly send all unclaimed funds
6 to CASA of Kern County and provide a report to PAGA Counsel that shall be filed with this Court
7 evidencing that such payment has been made.

8 10. The Court shall hold a compliance hearing on March 24, 2027, at
9 8:30 a.m./~~p.m.~~ in Division H to confirm the distribution of funds under Code of Civil
10 Procedure Section 384 and that the unclaimed funds have been paid to CASA of Kern County who
11 is the appointed *cy pres* recipient. PAGA Counsel shall file a declaration on behalf of the ILYM
12 Group, Inc. regarding the Status of Settlement Administration and the amount of residual funds
13 paid to the *cy pres* recipient at least five (5) court days before the Code of Civil Procedure Section
14 384 compliance hearing.

15 11. The Settlement Proceeds shall be distributed according to the Payment and
16 Distribution Plan set forth in the Parties' Settlement Agreement.

17 12. Except as otherwise provided in the Settlement Agreement, the Settling Parties are
18 to bear their own fees and costs.

19 13. The Kern County Superior Court shall retain jurisdiction to enforce this Agreement
20 pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing
21 jurisdiction over this Lawsuit and over all Parties and aggrieved employees, to the fullest extent to
22 enforce and effectuate the terms and intent of this Agreement.

23 14. This document shall constitute a Judgment and is intended to be a final disposition
24 of the above captioned action in its entirety, and is intended to be immediately appealable.

25 **IT IS SO ORDERED.**

26 DATED: June 16, 2025

27  Signed: 6/16/2025 08:47 AM
28 HON. BERNARD C. BARMANN, JR.
JUDGE OF THE SUPERIOR COURT