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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF RIVERSIDE**

**COMPLEX CIVIL LITIGATION**

JORGE ZEPEDA TORRES, individually, and on behalf of the State of California and other aggrieved persons,

*Plaintiff*,

v.

SIERRA PACIFIC FARMS, INC., a California corporation; and DOES 1 through 10, inclusive,

*Defendants*

Case No.: CVRI2403079

ASSIGNED FOR ALL PURPOSES TO:
Hon. Harold W. Hopp, Dept. 1

**PAGA REPRESENTATIVE ACTION**

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT THEREON**

**RESERVATION ID: 957897590005**
Date: January 21, 2027
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: June 4, 2024
Trial Date: Not Set

The Court, having considered Plaintiff Jorge Zepede Torres's ("Plaintiff") Motion for Approval of PAGA Settlement pursuant to the California Private Attorneys General Act, California Labor Code §§ 2698, et seq. ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement," attached as Exhibit 2 to the Declaration of John G. Yslas), the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this PAGA Action and over all Parties to the Action.

2. This Order incorporates the Settlement Agreement agreed to between Plaintiff, on behalf of themself, the State of California, the LWDA, and Aggrieved Employees, on the one hand, and Defendant Sierra Pacific Farms ("Defendant"), on its own behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. Aggrieved Employees means all non-exempt, hourly individuals who worked for Defendant in California as an employee at any time during the period beginning from March 31, 2023 through February 17, 2026.

4. The Court hereby finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding the Settlement.

5. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under PAGA. The Court therefore approves the

Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

6. Defendant will not be required to pay any additional amounts in connection with the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement Agreement and this Order, which shall not exceed $135,000.00.

7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law Firm, PLC, in the amount of one third (1/3) of the Gross Settlement Amount, currently estimated to be $45,000.00. The Court also awards a PAGA Counsel Litigation Expenses Payment in an amount not to exceed $25,000.00, currently estimated to be $23,820.16. The PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

8. The Court awards a PAGA Representative Service Payment to Plaintiff for his services in the amount of $7,500. Plaintiff submitted a declaration detailing the ways in which Plaintiff assisted PAGA Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the stated purpose of PAGA.

9. The Court appoints xPand Legal Consulting, LLC to serve as the Settlement Administrator. The Court concludes that the Administration Expenses Payment of an amount not to exceed $10,000.00 is reasonable and necessary to administer the Settlement and shall be paid from the Gross Settlement Amount.

10. PAGA Penalties in the amount of $6,750 shall be distributed as: 75% of the PAGA Penalties ($5,062.50) shall be paid to the LWDA, and the remaining 25% ($1,687.50) shall be paid to all Aggrieved Employees pursuant to the calculation set forth in the Settlement Agreement for calculating Individual PAGA Payments.

11. The Court directs that the Administrator send the Notice, attached as Exhibit A to the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to be issued pursuant to the Settlement.

12. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, LWDA and PAGA Counsel will release claims

against all Released Parties as follows:

a. Plaintiff's Release: Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, unconditionally and forever release, waive, and discharge all demands, damages, debts, liabilities, contracts, obligations, actions, causes of action and claims of every kind, nature, and description whatsoever, whether now known or unknown, suspected or unsuspected including in equity or otherwise, which she ever had or now has against the Released Parties arising or accruing at any time prior to the Effective Date, including, without limitation any matter, cause or claim arising out or related to facts or events occurring prior to the execution of this Agreement, related to Plaintiff's employment with Defendant. The claims released by Plaintiff include but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under paragraphs 6.2 and 6.3, below. Claims released by Plaintiff also include but are not limited to: (a) any claims that were or could have been brought under California Labor Code sections 132a, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 432.5, 510, 512, 558, 1050, 1054, 1194, 1194.2, 1197, 1198, 2698 et seq., 2800, et seq., the appliable Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act ("FLSA"), and all related or corresponding federal laws, and all implementing regulations and interpreting guidance; (b) any claims that were or could have been brought under California Corporations Code, and California Business and Professions Code, including but not limited to the California Business and Professions Code section 17200 et seq.; (c) any other causes of action, including those seeking premiums, statutory or civil penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, equity, statute, or common law; (d) any claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, and (e) any other claims the Plaintiff could have made

related to employment with Defendant. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for: (a) state disability insurance benefits pursuant to the terms of applicable state law; (b) any benefit entitlements vested as of the date of the Plaintiff's termination, pursuant to written terms of any benefit plan; (c) continued participation in certain group benefit plans on a temporary basis pursuant to the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (commonly known as COBRA); and (d) any other claims that may not be waived or released pursuant to statute or other applicable law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

b. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for PAGA civil penalties, including under California Labor Code section 2698, et seq. that were alleged in the Operative Complaint or PAGA Notice, or reasonably could have been alleged based on the facts alleged in the Operative Complaint or in the PAGA Notice, and ascertained in the course of the Action which occurred during or arise out of the PAGA Period.

13. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument delivered thereunder shall be construed as an admission or concession by any party of any fault, omission, liability or wrongdoing. They also should not be construed as a concession or admission by Defendant that the claims asserted have any merit or that this action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The Settlement and this resulting Order and entry of judgement simply represent a compromise of disputed

allegations.

14. Upon completion of the Settlement, the Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court on or before _____, 2026 [suggested 15 days prior to compliance hearing]. The Court sets a final accounting hearing to assess compliance with this Order and the Settlement Agreement for _____ at _____ a.m./p.m.

15. The entire Action will be dismissed, with prejudice, at the final accounting hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order and the Settlement Agreement by that date.

16. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 calendar days after the entry of this Order.

**IT IS SO ORDERED, ADJUDGED AND DECREED.**

DATE: _____

_____
HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT