

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Lilit Ter-Astvatsatryan (SBN 320389)
E-mail: lilit@moonlawgroup.com
Michael Citrin (SBN 335033)
E-mail: mcitrin@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, 31ST Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Fidencio Martinez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

FIDENCIO MARTINEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

DELICATO VINEYARDS, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-5241

Assigned to the Honorable George J. Abdallah in
Department 10A

[PROPOSED] JUDGMENT

*[Filed with (1) Plaintiff's Notice of Motion and
Motion to Approve PAGA Settlement, (2) the
Declaration of Kane Moon, (3) the Declaration
of Jodey Lawrence, and (4) [Proposed] Order]*

PAGA APPROVAL HEARING:

Date: May 27, 2025
May 28, 2025
May 29, 2025
May 30, 2025
June 2, 2025

Time: 9:00 a.m.

Dept.: 10A

Action Filed: April 30, 2024

Trial Date: Not Set

1 **[PROPOSED] JUDGMENT**

2 Plaintiff Fidencio Martinez (“Plaintiff”) seeks approval of a PAGA Settlement Agreement
3 (the “PAGA Settlement”) entered into with Defendant Delicato Vineyards, LLC (“Defendant”)
4 (together, the “Parties”) in full resolution of the above-captioned litigation (the “Action”).

5 The Court having duly considered Plaintiff’s Notice of Motion and Motion to Approve
6 PAGA Settlement (“Motion”), the supporting declarations and exhibits thereto, all papers filed
7 and proceedings had herein, and having reviewed the record in this Action, and good cause
8 appearing,

9 **IT IS HEREBY ADJUDGED AND DECREED AS FOLLOWS:**

10 1. The Court has granted Plaintiff’s Motion by way of the Court’s Order Granting
11 Plaintiff’s Motion for Approval of PAGA Settlement (the “PAGA Approval Order”). The PAGA
12 Approval Order is incorporated herein in its entirety.

13 2. The Court now enters Final Judgment following the entry of the PAGA Approval
14 Order. The Final Judgment set forth herein is intended to be a final disposition of the Action in its
15 entirety and is intended to be immediately appealable. All capitalized terms used for purposes of
16 this Final Judgment have the same meaning as given in the PAGA Settlement, unless otherwise
17 indicated.

18 3. In accordance with and for the reasons stated in the PAGA Approval Order, Final
19 Judgment is entered whereby the Plaintiff, the California Labor and Workforce Development
20 Agency (the “LWDA”), and the Aggrieved Employees, shall take nothing from Defendant, except
21 as expressly set forth in the PAGA Settlement.

22 4. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
23 asserted in this Action and is authorized to act as private attorney general with respect to the PAGA
24 claims being released under the terms of the PAGA Settlement. Pursuant to California Labor Code
25 section 2699(1)(2), the LWDA has been given timely notice of the PAGA Settlement, has not
26 objected, and is therefore bound by this Final Judgment.

5. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved Employees will be forever barred from pursuing against Defendant any and all Settled Claims during the PAGA Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of the PAGA Settlement (PAGA Settlement, ¶ 19.)

a. “Settled Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and Plaintiff’s individual claims that are subject to a separate release, and PAGA claims outside of the PAGA Period. (*Id.* at ¶ 8.)

6. All payments due by Defendant for settlement of this Action will be made pursuant to the PAGA Settlement, the PAGA Approval Order, and this Final Judgment.

7. Nothing in the PAGA Settlement, the PAGA Approval Order, or this Final Judgment will be construed as an admission or concession by any Party.

8. Based on the foregoing and in accordance with the PAGA Settlement, this Action is DISMISSED WITH PREJUDICE, and each side is to bear its own costs and attorneys' fees, except as provided by the PAGA Settlement.

9. Pursuant to California Code of Civil Procedure section 664, this Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of the PAGA Settlement.

JUDGMENT IS SO ENTERED.

DATED:

Hon. George J. Abdallah
Judge of the San Joaquin County Superior Court