

1 **SHIRIAN LAW, P.C.**
Joshua Shirian (Cal. Bar No. 341909)
2 *josh@shirianlaw.com*
10850 Wilshire Boulevard, Suite 1260
3 Los Angeles, California 90024
4 Tel: (310) 907-5000
Fax: (310) 988-5000

FILED
08/19/2026
Superior Court of California,
County of Fresno
By: S. Mancinas

5
6 Attorneys for Plaintiff, RANDY CARRILLO and
on behalf of himself and all others similarly situated
7 and aggrieved

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County of Fresno
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF FRESNO**

10 RANDY CARRILLO, an individual and on
behalf of all others similarly situated,

CASE NO.: 24CECG01937

11 Plaintiff,

*[Assigned for all purposes to the Hon. Steven
M. Crass]*

12 v.

13 JIREH PACKING COMPANY, a California
non-profit corporation; and DOES 1 through
14 100, inclusive,

15 Defendants.

~~PROPOSED~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT,
APPLICATION FOR ATTORNEYS'
FEES AND COSTS, AND SERVICE
AWARD**

1 This matter having come before the Court for a final fairness hearing pursuant to the Order
2 of this Court dated January 30, 2026, granting preliminary approval (“Preliminary Approval Order”)
3 of the class and representative action settlement upon the terms set forth in the Joint Stipulation Re:
4 Class Action and Representative Action Settlement (“Settlement Agreement”), attached to the
5 declaration of Joshua Shirian, submitted in support of Motion for Preliminary Approval of the Class
6 and Representative Action Settlement and Certifying Class for Settlement Purposes; and due and
7 adequate notice having been given to the Class Members as required in the Preliminary Approval
8 Order; and the Court having considered all papers filed and proceedings had herein and otherwise
9 being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED**
10 **AND DECREED THAT:**

11 1. The Motion for Final Approval of Class and PAGA Action Settlement; Service
12 Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference
14 into this Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all
17 Parties to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the settlement class for the purpose
19 of settlement only: “Settlement Class,” “Settlement Class Members” or “Class Members”: all
20 current and former non-exempt, hourly-paid employees who worked in California for Jireh Packing
21 Company (“Jireh Packing” or “Defendant”) at any time between October 1, 2023 through April 4,
22 2025 (“Class Period”), excluding any employees placed, either directly or indirectly, by any staffing
23 agency, farm labor contractor, or professional employer organization.

24 5. The parties released shall include Defendant and each of their past, present, and
25 future respective subsidiaries, parents, and company-sponsored employee benefit plans and their
26 successors and predecessors in interest, including all of their officers, directors, shareholders,
27 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys,
28 administrators, fiduciaries, trustees, and agents (“Released Parties”).

1 6. “Plaintiff” refers to plaintiff Randy Carrillo.

2 7. Effective only upon the entry of an Order granting Final Approval of the Settlement,
3 entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
4 Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiff and all
5 Participating Class Members release those claims set forth herein as applicable.

6 a. Class Released Claims: Except as to the right to enforce the terms and conditions of
7 the Settlement, all Participating Class Members release all claims against the
8 Released Parties asserted in the Operative Complaint filed in the Action, or any and
9 all claims that may be asserted against the Released Parties based on the factual
10 allegations in the Operative Complaint, as follows: For the duration of the Class
11 Period, the release includes, for Participating Class Members: (1) all claims for failure
12 to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims
13 for failure to provide meal periods or compensation in lieu thereof; (4) all claims for
14 failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure
15 to pay all wages due upon separation from employment; (6) all claims for failure to
16 issue accurate and compliant wage statements; (7) all claims for failure to timely pay
17 wages; (8) all claims asserted through California Business & Professions Code
18 section 17200, *et seq.* arising out of the Labor Code violations referenced in the
19 Complaint.

20 b. PAGA Released Claims: Except as to the right to enforce the terms and conditions of
21 the Settlement, for Settlement Class Members, including those that opt out of the class
22 settlement, and, to the extent permitted by law, the State of California, the release
23 includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice,
24 and alleged in the Operative Complaint for PAGA civil penalties pursuant to Labor
25 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged
26 violations of Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 216,
27 225.5, 226, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 510, 512, 1102.5, 1174, 1194, 1197,
28 1194.2, 1197, 1197.5, 1198.5, 2802, and 2810 (the “PAGA Released Claims”).

1 8. Distribution of the Notice of Proposed Class Action Settlement and Date for Final
2 Approval Hearing (“Class Notice”) directed to the Class Members as set forth in the Settlement
3 Agreement and the other matters set forth herein have been completed in conformity with the
4 Preliminary Approval Order, including individual notice to all Class Members who could be
5 identified through reasonable effort, and was the best notice practicable under the circumstances.
6 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
7 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
8 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

9 9. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
10 objected to the Settlement, thus all Class Members are Participating Class Members.

11 10. The Court further finds that the Settlement is fair, reasonable and adequate and that
12 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
13 settlement under California law, including the provisions of Code of Civil Procedure section 382
14 and Federal Rules of Civil Procedure, Rule 23, approved for use by the California state courts in
15 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

16 11. This Court hereby approves the settlement set forth in the Settlement Agreement and
17 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the parties to
18 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
19 as a result of intensive, serious and non-collusive arm’s length negotiations. The Court further finds
20 that the Parties have conducted extensive and costly investigation and research and counsel for the
21 parties are able to reasonably evaluate their respective positions. The Court also finds that
22 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
23 that would be presented by the further prosecution of this Action. The Court has noted the
24 significant benefits to the Class Members under the settlement. The Court also finds that the classes
25 are properly certified as a class for settlement purposes only.

26 12. The Court approves Plaintiff as the Class Representative.

27 13. The Court approves Joshua Shirian of Shirian Law, P.C. as Class Counsel.

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1 14. The Court approves ILYM Group, Inc. (“ILYM” or “Settlement Administrator”) as
2 the Settlement Administrator.

3 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of
4 \$92,750.00, which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted
5 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$14,021.90
6 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
7 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
8 Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement
9 conferred a significant benefit on the Class and the necessity and financial burden of private
10 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

11 16. The court hereby approves an incentive award \$5,000.00 to Plaintiff, in consideration
12 for his time, effort, and risk incurred on behalf of the Settlement Class, and for providing a general
13 release and releasing unknown claims pursuant to Civil Code section 1542. The incentive award
14 will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement Amount as set
15 forth in the Settlement Agreement.

16 17. The Court hereby approves the Settlement Administrator's cost in the amount of
17 \$7,850.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of
18 administration of the settlement from the Gross Settlement Amount.

19 18. The Court hereby approves the PAGA penalties amount of \$15,000.00, of which
20 \$11,250.00 shall be paid to the LWDA and the \$3,750.00 to be distributed to the “Aggrieved
21 Employees,” defined as all current and former non-exempt, hourly-paid employees who performed
22 work for Jireh Packing Company in California, excluding any employees placed, either directly or
23 indirectly, by any staffing agency, farm labor contractor, or professional employer organization, that
24 worked at any time between October 1, 2023 through April 4, 2025 (“PAGA Period”).

25 19. Except as expressly provided herein, the Parties each shall bear all of their own fees
26 and costs in connection with this matter.

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1 20. Any checks from this distribution that are not cashed within one hundred eighty (180)
2 calendar days from the date of their issuance shall be canceled within seven (7) calendar days after
3 expiration of the 180-day period, and funds associated with such checks shall be considered unpaid,
4 unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
5 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure
6 section 384, shall be transmitted to the California Controller’s Office, Unclaimed Property Fund in
7 the name of the Settlement Class Member thereby leaving no “unpaid residue” subject to the
8 requirements of Code of Civil Procedure section 384.

9 21. Defendant shall make payment of \$265,000.00, the Gross Settlement Amount, and
10 Employer Taxes, to the Settlement Administrator for deposit in an interest-bearing qualified
11 settlement account ("QSA") with an FDIC insured banking institution pursuant to Internal Revenue
12 Code section 1.468B-1. The Gross Settlement Amount will be paid within thirty (30) calendar days
13 of the Final Approval Date.

14 22. Within seven (7) calendar days after payment of the full Gross Settlement Amount
15 and Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement
16 Administrator shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as
17 specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to
18 be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the
19 Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the
20 LWDA Payment, as specified in this Agreement and approved by the Court; and (5) Individual
21 PAGA Payments as specified in this Agreement and approved by the Court. The balance remaining
22 shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be
23 made to Participating Class Members, less applicable taxes and withholdings. All interest accrued
24 shall be for the benefit of the Settlement Class Members and distributed on a pro rata basis to
25 Participating Class Members based on the number of Workweeks worked by them in the Class
26 Period.

27 23. Before mailing any checks, the Settlement Administrator must update the recipients’
28 mailing addresses using the National Change of Address Database.

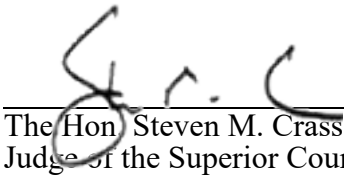
1 24. The Court finds that the class settlement on the terms set forth in the Settlement
2 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
3 the released claims against Defendant.

4 25. An Order to Show Cause Hearing Re: Final Administration of the Class Action
5 Settlement is hereby scheduled for August 12, 2027, at 3:30 p.m., in Department 403 of the above
6 entitled Court. By July 22, 2027, the Parties shall file a declaration confirming that the claims have
7 been paid and that administration of all of the terms and conditions of the class action settlement
8 have been completed. Should the Court find that said declaration has sufficiently evidenced full
9 and complete administration of the class action settlement, said OSC hearing will go off-calendar.

10 26. Without affecting the finality of the Judgment in any way, this Court hereby retains
11 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
12 and all orders and judgments entered in connection therewith.

13 **IT IS SO ORDERED.**

14 Dated: **August 19, 2026**, 2026


The Hon Steven M. Crass
Judge of the Superior Court

SHIRIAN LAW, P.C.
Joshua Shirian (Cal. Bar No. 341909)
josh@shirianlaw.com
10850 Wilshire Boulevard, Suite 1260
Los Angeles, California 90024
Tel: (310) 907-5000
Fax: (310) 988-5000

Attorneys for Plaintiff, RANDY CARRILLO and
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and aggrieved

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RANDY CARRILLO, an individual and on
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Plaintiff,

v.

JIREH PACKING COMPANY, a California
limited liability company; and DOES 1
through 100, inclusive.

Defendants.

CASE NO.: 24CECG01937

[Assigned for all purposes to the Hon. Steven
M. Crass]

~~PROPOSED~~ JUDGMENT

JUDGMENT

Pursuant to the Order Granting Final Approval of the Class and PAGA Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion for Final Approval of Class and PAGA Action Settlement (“Order Granting Final Approval”) and the parties’ Joint Stipulation Re: Class Action and Representative Action Settlement (“Settlement” or “Settlement Agreement”). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means all current and former non-exempt, hourly-paid employees who worked in California for Jireh Packing Company (“Jireh Packing” or “Defendant”) at any time between October 1, 2023 through April 4, 2025 (“Class Period”), excluding any employees placed, either directly or indirectly, by any staffing agency, farm labor contractor, or professional employer organization.

3. “Aggrieved Employees” means all non-exempt, hourly-paid employees who performed work for Jireh Packing Company in California as non-exempt, hourly-paid employees excluding any employees placed, either directly or indirectly, by any staffing agency, farm labor contractor, or professional employer organization, that worked at any time between October 1, 2023 through April 4, 2025 (“PAGA Period”).

4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members objected to the Settlement.

5. Within thirty (30) calendar following the occurrence of the Final Approval of the Settlement as defined in the Agreement, Defendant shall remit payment of the Gross Settlement Amount and Employer Taxes (as that term is defined in the Agreement) to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for distribution in accordance with the Agreement and the Court’s Orders and subject to the conditions described in the Agreement.

6. Within seven (7) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement

1 Administrator shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as
2 specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to
3 be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the
4 Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the
5 LWDA Payment, as specified in this Agreement and approved by the Court; and (5) Individual
6 PAGA Payments as specified in this Agreement and approved by the Court. The balance
7 remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments
8 shall be made to Participating Class Members, less applicable taxes and withholdings. All interest
9 accrued shall be for the benefit of the Settlement Class Members and distributed on a pro rata
10 basis to Participating Class Members based on the number of Workweeks worked by them in the
11 Class Period.

12 7. Individual Settlement Payment and Individual PAGA Payment checks shall
13 remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their
14 issuance. In the event that any checks mailed to Participating Class Members and/or Aggrieved
15 Employees are not cashed, deposited, or otherwise negotiated within the 180-day period, then the
16 checks shall be canceled within seven (7) calendar days after expiration of the 180-day period, and
17 funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue
18 pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus
19 accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to
20 the California Controller's Office, Unclaimed Property Fund in the name of the Settlement Class
21 Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure
22 section 384.

23 8. Effective only upon the entry of an Order granting Final Approval of the
24 Settlement, entry of this Judgment, and payment by Defendant to the Settlement Administrator of
25 the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, all
26 Participating Class Members release all claims against the Released Parties asserted in the Operative
27 Complaint filed in the Action, or any and all claims that may be asserted against the Released Parties
28 based on the factual allegations in the Operative Complaint, as follows: for the duration of the Class

1 Period, the release includes, for Participating Class Members: (1) all claims for failure to pay
2 overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide
3 meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or
4 compensation in lieu thereof; (5) all claims for failure to pay all wages due upon separation from
5 employment; (6) all claims for failure to issue accurate and compliant wage statements; (7) all
6 claims for failure to timely pay wages; (8) all claims asserted through California Business &
7 Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the
8 Complaint (the "Class Released Claims").

9 9. Effective only upon the entry of an Order granting Final Approval of the
10 Settlement, entry of this Judgment, and payment by Defendant to the Settlement Administrator of
11 the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, for
12 Settlement Class Members, including those that opt out of the class settlement, and, to the extent
13 permitted by law, the State of California, the release includes for the duration of the PAGA Period,
14 all claims asserted in the PAGA Notice, and alleged in the Operative Complaint for PAGA civil
15 penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection
16 with alleged violations of Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 216,
17 225.5, 226, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 510, 512, 1102.5, 1174, 1194, 1197, 1194.2, 1197,
18 1197.5, 1198.5, 2802, and 2810.5 (the "PAGA Released Claims"). The Class Released Claims and
19 PAGA Released Claims shall be collectively referred to herein as the "Released Claims."

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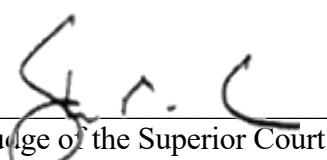
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10. The “Released Parties” shall include: Defendants and each of their past, present, and future respective subsidiaries, parents, and company-sponsored employee benefit plans and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

11. This document shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: August 19, 2026, ~~2026~~



Judge of the Superior Court