

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Conor Gomez (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989
Attorneys for Plaintiff

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

GERMAN ATONDO, individually, on behalf of
all others similarly situated, the State of
California, and other aggrieved persons,

Plaintiff,

v.

LAUREL AG & WATER, LLC, a California
limited liability company; LODI PUMP &
IRRIGATION, LLC, a California limited liability
company; LODI PUMP AND IRRIGATION,
LLC, a California limited liability company; U.S.
PIPE AND IRRIGATION, LLC, a California
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: BCV-24-102996

Assigned to Honorable T. Mark Smith, Dept.
T2

Complaint Filed: August 30, 2024

Trial date: Not set

PAGA REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT**

Approval Hearing Date

Date: May 28, 2026

Time: 8:30 a.m.

Dept.: T2

1 This matter came on for hearing on May 28, 2026, at 8:30 a.m. in Department T2 of the
2 above-entitled Court, the Honorable T. Mark Smith presiding. Plaintiff German Atondo (a
3 “Plaintiff”) now seeks an approval of the PAGA Settlement Agreement and Notice of PAGA Action
4 Settlement (the “Settlement” or “Settlement Agreement”) for the amount of \$290,000.00 (the “Gross
5 Settlement Amount”) between Plaintiff and Defendant Laurel Ag & Water, LLC and U.S. Pipe and
6 Irrigation, LLC. (“Defendant” and together with Plaintiff, the “Parties”). A true and correct copy
7 of the PAGA Settlement Agreement (the “Settlement” or “Settlement Agreement”) and PAGA
8 Notice Cover Letter (the “Notice”) is attached to the Declaration of Alan Wilcox in Support of
9 Plaintiff’s Motion to Approve PAGA Settlement (the “PAGA Counsel Declaration”) as **Exhibit 4**
10 submitted concurrently with Plaintiff’s Motion to Approve PAGA Settlement (the “Motion”).

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Settlement filed in this case (hereinafter referred to as the (“Action” or “Operative Complaint”).

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff,
15 Defendant, and Apex Class Action Administration (the “Administrator”).

16 3. The Court appoints Benjamin H. Haber, Daniel J. Kramer, Chase Stern, Alan A.
17 Wilcox, and Conor J.D. Gomez as “PAGA Counsel” in this Action.

18 4. \$290,000.00 will be paid by Defendant, with that amount potentially increasing if
19 the Escalator Clause described below is triggered (the “Gross Settlement Amount” or “GSA”);

20 5. The following amounts will be deducted from the Gross Settlement Amount, and
21 the remainder will be the “Net Settlement Amount”:

22 (a) The Court approves payment to Plaintiff’s counsel, Wilshire Law Firm, PLC
23 (“WLF”), in the amount of \$96,657.00 (the “PAGA Counsel Fees
24 Payment”).

25 (b) The Court approves payment to WLF for litigation costs in the amount of
26 \$12,648.50 (the “PAGA Counsel Litigation Expenses Payment”).
27
28

1 (a) The Court approves payment to the Administrator of \$5,490.00 for its
2 reasonable costs and fees to administer the Settlement (the “Administration
3 Expenses Payment”).

4 (b) The Court approves \$10,000.00 to be paid to Plaintiff as the “PAGA
5 Representative Service Award” for his efforts as a named plaintiff and
6 representative in this Action.

7 6. Of the Net Settlement Amount (\$165,204.50), 65% (or \$107,382.92) is allocated to
8 the California Labor and Workforce Development Agency (“LWDA PAGA Payment”); and 35%
9 (or \$57,821.58) is allocated to the Aggrieved Employees (“Individual PAGA Payment”).

10 7. The “PAGA Period” under the Settlement means: defined as the period from the
11 period from June 20, 2023, through the Court's approval of the settlement, subject to Paragraph 8
12 of the Settlement.

13 8. “Aggrieved Employee” under the Settlement means: a person employed by
14 Defendants in California as an hourly-paid or non-exempt employees at any time during the PAGA
15 Period.

16 9. “Effective Date” under the Settlement means: the date by which both of the
17 following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the
18 Settlement, and (b) the Judgment is final. The Judgment is final as of the latest of the following
19 occurrences: (i) the expiration of the period for filing any appeal, writ, or other appellate
20 proceeding opposing the Settlement has elapsed without any appeal, writ, or other appellate
21 proceeding having been filed; (ii) the dismissal of any appeal, writ, or other appellate proceeding
22 opposing the Settlement with no right to pursue further remedies or relief; or (iii) upon the
23 expiration of any time to file a petition for rehearing and the expiration of any time to file any
24 petition in the California Supreme Court or the Supreme Court of the United States following a
25 final appellate opinion or order upholding the Court's final order with no right to pursue further
26 remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not
27 become effective until the Court's order approving the Settlement is completely final and there is
28 no further recourse by an appellant who seeks to contest the Settlement.

1 10. The Court directs Defendant to fully fund the Gross Settlement Amount no later
2 than 14 days after the Effective Date.

3 11. The amount of each Aggrieved Employee's Individual PAGA Payment will be
4 calculated by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties
5 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
6 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
7 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
8 Individual PAGA Payment.

9 12. The Court directs the Parties and the Administrator to carry out the terms of the
10 Settlement.

11 13. Effective on the date when Defendant fully funds the Gross Settlement Amount,
12 Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against Defendants and
13 each of their former, future, and present parent, joint venturers, and affiliated corporations and
14 partnerships; their directors, officers, shareholders, owners, members, managers, partners,
15 customers, employees, agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries;
16 and any other individuals, entities, successors, assigns, or legal representatives who could be liable
17 for any of the Released Claims ("Released Parties") as follows:

18 (a) Plaintiff's Release. In exchange for a payment of Ten Thousand Dollars
19 (\$10,000), Plaintiff and his respective former and present spouses,
20 representatives, agents, attorneys (including PAGA Counsel), heirs,
21 dependents, administrators, devisees, legatees, executors, trustees,
22 conservators, guardians, personal representatives, successors, and assigns,
23 whether individual, class, representative, legal, equitable, direct or indirect, or
24 any other type of any capacity, shall and does hereby forever generally release,
25 discharge, and agree to hold harmless the Released Parties from any and all
26 charges, complaints, claims, liabilities, obligations, promises, agreements,
27 controversies, damages, causes of action, suit, rights, demands, costs, losses,
28 transactions, occurrences, or debts or expenses (including attorney fees and

costs), known or unknown, at law or in equity which he may now have or may become aware of after the signing of this Agreement, including, but not limited to: (a) arising out of or in any way connected with their employment with Defendant, including the Released Claims, (b) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (c) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action, Plaintiff German Atondo's PAGA Notice, or ascertained during the Action and released under 5.2 [of the Settlement Agreement], and (d) any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Agreement is fully executed. ("Plaintiffs Release.") Without limiting the generality of the foregoing, Plaintiffs Release shall include, but not limited to, any and all claims under: (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in Employment Act; (f) the Fair Labor Standards Act; (g) the Equal Pay Act; (h) the Employee Retirement Income Securities Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of emotional distress, negligent infliction of emotional distress, or damages under any other federal, state, or local statutes,

ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs. Plaintiffs Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after signing this Agreement. 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 Plaintiffs Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs discovery of them.

(b) Release by Aggrieved Employees: Upon funding of the entire Gross Settlement Amount, 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 all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA, that Aggrieved Employees have had, now have, or may have in the future against Released Parties based on any acts or omissions occurring during the PAGA Period and alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint or the PAGA Notice, including, but not limited to, any and all claims for PAGA Penalties pursuant to Wage Order 4-2001 and Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802. Aggrieved Employees have no right or ability to opt out of the portion of this Settlement releasing the Released PAGA Claims.

1 14. Pursuant to California Code of Civil Procedure section 664.6, the Court retains
2 jurisdiction over the Parties, their counsel, and the Administrator to enforce the Settlement.

3 15. PAGA Counsel shall submit a copy of this Order to the LWDA within seven (7)
4 days of the entry of the Order.

5 16. A hearing Re PAGA settlement distribution is set for March 27, 2027; 8:30 am; Dept.
6 T-2. A declaration of the settlement administrator shall be filed no later than March 20, 2027.

7
8
9
10 DATE: **May 28, 2026**



Honorable T. Mark Smith
Kern County Superior Court