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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KINGS

CARLOS SANCHEZ ROSALES, on behalf of
himself, and for all similarly situated persons,
and
the general public

Plaintiff,

vs.

VISTA VERDE FARMS INC., a California
Corporation; OAK TREE AG MGT., INC., a
California Corporation; REYCO AG, INC. a
California Corporation, and DOES 1 through 50,
inclusive;

Defendants.

CASE NO: 21C-0111

[PROPOSED] FINAL JUDGMENT

Date: August 16, 2022

Time: 10:30 a.m.

Dept.: 7

Judge: Hon. Melissa D'Morias

FILED
AUG 16 2022
NOCONA SOBOLESKI, CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS
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This matter came on regularly for hearing before this Court on August 16, 2022. The Court has entered an Order Granting Final Approval ("Final Approval Order") of the Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims between Plaintiff Carlos Sanchez Rosales ("Plaintiff"), individually and on behalf of all others similarly situated and Defendant VISTA VERDE FARMS INC. and OAK TREE AG MGT., INC., a California Corporation ("Defendants"). In conformity with California Rules of Court, Rule 3.769, the Final Approval order, and Settlement Agreement and Amendment, **THE COURT HEREBY ENTERS FINAL JUDGMENT AS FOLLOWS:**

The Settlement Class is defined as: *All current and former California non-exempt hourly employees, as "non-exempt" at Defendant's California locations, who worked at any time during the period from April 8, 2017 through March 28, 2022. (the "Class Period).*

PAGA Employees is defined as: all current and former non-exempt hourly employees, employed as "non-exempt" at Defendant's California locations, who worked at any time during the period from March 18, 2020 through March 28, 2022.

1. Defendants shall fund the settlement in the gross settlement amount of **\$85,000.00** in accordance with the terms of the Settlement Agreement and the allocations set forth in the Final Approval Order.
2. Upon the funding of the Settlement, and except as to such rights or claims as may be created by this Settlement, the Plaintiff/Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion, each fully releases and discharges Defendant and its past and present officers, directors, shareholders, managers, employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, members, affiliates, all those in privity with Defendant, and Defendant's respective successors and predecessors in interest, subsidiaries, parents and attorneys (collectively, the "Released Parties") from all claims based on the factual allegations, demands, rights, liabilities and causes of action that were pled, or which could have been

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pled based on the factual allegations in Plaintiff's September 25, 2020 PAGA Letter relating to the Action (collectively the "PAGA Letters") and in the class and representative action complaint (Kings County Superior Court Case No. 21C-0111) (the "Complaint") including without limitation claims for Defendant's alleged: (1) failure to provide compliant rest periods and/or pay rest period premiums (Labor Code § 226.7; IWC Wage Order 4-2001); (2) failure to provide timely, duty-free meal periods and/or pay meal period premiums for missed meal periods (Labor Code §§ 226.7, 512; IWC Wage Order 4-2001); (3) failure to pay Overtime wages (Labor Code 510, 1194); (4) failure to pay minimum wages (Labor Code 1194 and 218.5); (5) failure to provide accurate itemized wage statements (Labor Code §226); (6) failure to pay waiting time penalties; (7) Failure to Provide Worker's Compensation Coverage (Labor Code Sections 3600, 3700); (8) Unlawful Discrimination Based on Cal. Gov. Code 12940; (9) Wrongful Termination in Violation of Public Policy; (10) Wrongful Termination-Retaliatory termination, Gov. Code 12940(h); (11) Violation of Government Code 12940(n); and (12) Violation of Labor Code 1102.5 and 98.6.

3. Upon the date Defendant funds the Gross Settlement Amount, Plaintiff and the PAGA Employees hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all civil penalty claims predicated on the claims alleged in the Complaint under PAGA. The PAGA Employees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment.
4. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a)

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implementing the terms of the settlement, such as requiring the filing of a final report on distributions made to the Class Members, (b) enforcing the Settlement Agreement, (c) addressing settlement administration matters, and (d) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

- 5. This Final Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all claims released by the Settlement Agreement, against Defendant.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

DATED: August 16, 2020

Melissa D'Morias
MELISSA D'MORIAS
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA