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FILED
KERN COUNTY

SEP - 6 2023

BY _____ DEPUTY

ENDORSED

5 **EMPLOYMENT RIGHTS LAW GROUP, APC**

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11 Attorneys for Plaintiffs, JORGE DIAZ and JOSE FIDEL CELIO, on behalf of themselves and all
12 similarly situated persons, and the general public

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF KERN**

15 JORGE DIAZ and JOSE FIDEL CELIO, on
16 behalf of themselves and all similarly situated
17 persons, and the general public;

18 Plaintiffs,

19 vs.

20 GREENVIEW FARMING, INC.; ILLUME
21 AGRICULTURE LLC; D & J FARM
22 MANAGEMENT, a business organization, form
23 unknown; and DOES 1 through 50, inclusive;

24 Defendants.

Case Number: BCV-21-101000-TSC

AMENDED ~~PROPOSED~~ *ll*
FINAL JUDGMENT

Date: September 6, 2023
Time: 08:30 a.m.
Dept.: 17
Judge: Hon. Thomas S. Clark

25 On September 6, 2023, this Court heard and entered an Order granting Plaintiffs Jorge Diaz's
26 and Jose Fidel Celio's ("Plaintiffs"), individually and on behalf of all others similarly situated and the
27 general public, Motion for Final Approval of the Class Action and PAGA Settlement (the "Final
28 Approval Order") with respect to that Class Action and PAGA Settlement Agreement entered into by
and between Plaintiffs and Defendants Greenview Farming Inc. and Illume Agriculture
LLC("Defendants") [collectively, the "Parties"]. For purposes of this Judgment, a true and correct

1 copy of the Class Action and PAGA Settlement (the “Settlement” or “Settlement Agreement”) is
2 attached as Exhibit A to the Declaration of Amir H. Seyedfarshi [“Seyedfarshi Declaration”] in
3 Support of the Motion for Preliminary Approval of Class Settlement, filed on February 2, 2023, and
4 all terms, provisions, releases, and conditions are incorporated herein by this reference to the
5 Settlement Agreement as if fully and expressly set forth hereunder.

6 Due and adequate notice having been given to the Class, and the Court having considered the
7 Settlement, all papers filed, and proceedings had herein, and all oral and written comments received
8 regarding the proposed settlement, and having reviewed the record in this Action, and good cause
9 appearing for issuance of this order,

10 **NOW THEREFORE, AS A RESULT OF THE FOREGOING, THE SETTLEMENT**
11 **AGREEMENT REACHED BY AND BETWEEN THE PARTIES, THIS COURT’S FINAL**
12 **APPROVAL ORDER, AND GOOD CAUSE APPEARING, IT IS ADJUDGED AND**
13 **DECREED AS FOLLOWS:**

14 1. All terms, provisions, and conditions of the Settlement Agreement and the Final
15 Approval Order are incorporated herein by this reference and made part of this Final Judgment for
16 purposes of resolving this action fully and finally. All defined terms contained herein shall have the
17 same meanings as set forth in the Settlement Agreement.

18 2. The Court has jurisdiction over the subject matter of the Action and the Class
19 Representatives, the Class Members and Defendants.

20 3. All Class Members, including but not limited to Plaintiffs, having not objected to or
21 having requested to be excluded or having opted-out from the Settlement, shall hereby be bound and
22 subject to the Final Approval Order issued by the Court, this Judgment, and all terms, provisions,
23 releases, and conditions set forth under the Settlement Agreement.

24 4. All members of the PAGA Settlement Class, including but not limited to Plaintiffs, are
25 and shall hereby be bound and subject to the Final Approval Order issued by the Court, this Judgment,
26 and all terms, provisions, releases, and conditions set forth under the Settlement Agreement.

27 5. The terms and provisions of the Settlement Agreement, the release of Released Claims,
28 the Final Approval Order, and this Judgment are binding on the Class Participants, as well as their

1 heirs, executors and administrators, successors, and assigns, and those terms shall have res judicata
2 and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained
3 by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve
4 matters that were or could have been raised in this matter and are encompassed by the release of the
5 Released Claims. All Class Members who have not timely opted out of the Settlement shall be
6 permanently enjoined and forever barred from asserting any of the Released Claims against the
7 Released Parties, according to the terms of the Settlement. The Settlement Agreement will have no
8 binding effect upon, and provide no res judicata preclusion to, Class Members who timely and validly
9 opted out of the Settlement.

10 6. Defendants shall fund the Settlement and remit to the Settlement Administrator the
11 Gross Settlement Amount of Three Hundred Sixty-Five Thousand Dollars and Zero Cents
12 **(\$365,000.00)** and the employer's portion of taxes, in accordance and compliance with the terms and
13 conditions of the Settlement Agreement and the allocations set forth under the Final Approval Order.
14 Defendant will also be responsible for \$15,000.00 of the cost of the Settlement Administrator in
15 addition to \$35,000.00 which will be paid from the gross settlement amount.

16 7. By this Judgment, subject to the occurrence of the Effective Date, all Plaintiffs shall
17 release, relinquish and discharge all Released Claims as defined in Section 1.38 of the Settlement, and
18 each of the Class Participants and the Releasing Parties shall be deemed to have, and by operation of
19 the Judgment shall have, fully, finally and forever released relinquished, and discharged all Released
20 Claims as defined in Section 1.38 of the Settlement.

21 8. Pursuant to the Private Attorneys General Act of 2004 ("PAGA") and Labor Code
22 section 2699(1)(2) in particular, the Court approves the Settlement and finds that it is fair and
23 reasonable and furthers PAGA's objectives. The Court further finds that notice of the Settlement has
24 been provided to the California Labor and Workforce Development Agency ("LWDA") as required
25 by PAGA and Labor Code section 2699(1)(2), in particular. This Judgment shall be binding on all
26 Plaintiffs, all Class Participants, all PAGA Settlement Class members, and the State of California, who
27 are hereby barred by the doctrine of res judicata from asserting any and all of the Released Claims, as
28 that term is defined by the Settlement. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986.)

1 9. The terms, provisions, releases, and conditions set forth under the Settlement
2 Agreement are, in all respects, fair, adequate, and reasonable, consistent and compliant with applicable
3 requirements and legal requirements of including, but not limited to, the California Labor Code,
4 California Code of Civil Procedure, the California and United States Constitutions, including the Due
5 Process clauses, the California Rules of Court, and any other applicable law or regulation, and in the
6 best interests of each of the Parties and Class Members.

7 10. The only Class Members entitled to payment pursuant to this Judgment are the Class
8 Participants and the PAGA Settlement Class members. The funds from all checks that remain uncashed
9 after 180 days shall be sent by the Settlement Administrator, in the name of the Class Participant and/or
10 PAGA Settlement Class member, to the State of California's Unclaimed Property Fund. Class
11 Participants and PAGA Settlement Class members who fail to negotiate their settlement checks in a
12 timely fashion shall remain subject to the terms of the Settlement and this Judgment.

13 11. The Parties shall bear their own respective attorneys' fees and costs, except as provided
14 under and pursuant to the Settlement Agreement and/or the Final Approval Order.

15 12. The Court retains continuing jurisdiction over the Action and the Settlement, including
16 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
17 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
18 Judgment matters as may be appropriate under court rules or applicable law.


19 13. This Final Judgment is intended to be a final disposition of the above captioned action
20 in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes
21 all claims released and to be released by including, but not limited to, Plaintiffs, Class Members,
22 Aggrieved Employees, and all other Releasing Parties, as set forth under the Settlement Agreement,
23 against Defendants and the Released Parties. Nothing in this Final Judgment is or may be deemed to
24 be an admission of liability, guilt, fault, or wrongdoing, in any manner, by Defendants as to any claims,
25 causes of action, allegations, wrongdoing, or contended violations asserted or could have been asserted
26 under Plaintiffs' operable complaint or placed at issue in this action, nor is this Judgment a finding,
27 ruling, order, or judgment as to the validity, sufficiency, actuality of any claims, causes of action,
28 allegations, contended violations, or any wrongdoing by Defendants. Neither the Judgment, Final

1 Approval Order, the Settlement Agreement, nor any document referred to therein, nor any action taken
2 to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any
3 fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

4 14. This document shall constitute a judgment for purposes of California Code of Civil
5 Procedure sections 577 and 664.6.

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7 **FINAL JUDGMENT IS HEREBY ENTERED.**

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10 DATED: 9-6-23

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12 _____
13 HON. ~~THOMAS S. CLARK~~
14 JUDGE OF THE SUPERIOR COURT
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