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Superior Court of California,
County of Alameda

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By: Suzanne Pesko,
Deputy Clerk

FILED

Superior Court of California
County of Alameda

06/20/2024

Clad Flake, Executive Officer / Clerk of the Court

By: *[Signature]* Deputy
P. Greene

1 ALEXIS MCKENNA (#197120)
Deputy Chief Counsel
2 NELSON CHAN (#109272)
Assistant Chief Counsel
3 SOYEON MESINAS (#324046)
Sr. Staff Counsel
4 JUAN GAMBOA (#327352)
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5 CALIFORNIA CIVIL RIGHTS DEPARTMENT
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7 Facsimile: (888) 382-5293
8 Attorneys for Plaintiff,
California Civil Rights Department
9

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF ALAMEDA**

12 CALIFORNIA CIVIL RIGHTS DEPARTMENT, an
13 agency of the State of California,

14 Plaintiff,

15 vs.

16 AYOQUEZCO FARMS, INC., JUAN RAFAEL
17 CRUZ, and DOES ONE through TEN, inclusive,

18 Defendants.
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Case No. 23CV034365

**JOINT STIPULATION FOR ENTRY OF
CONSENT DECREE**

Department: 25
Judge: Hon. Jenna Whitman

Action Filed: May 25, 2023

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11 MICHAEL L. MEUTER (#161554)
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13 CALIFORNIA RURAL LEGAL ASSISTANCE, INC.
14 3 Williams Road
15 Salinas, CA 93950
16 Tel: (831) 757-5221
17 Fax: (831) 757-6212

18 Attorneys for Plaintiff-Intervenor
19 Patricia Maldonado Zaragoza

20 CHRISTOPHER E. PANETTA (#175127)
21 GLADYS RODRIGUEZ-MORALES (#276114)
22 FENTON & KELLER
23 2801 Monterey-Salinas Highway
24 Post Office Box 791
25 Monterey, California 93942
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28 Attorneys for Defendants
Ayoquezco Farms, Inc. and Juan Rafael Cruz

1 WHEREAS, the California Civil Rights Department (“CRD”), Patricia Maldonado
2 Zaragoza (“Real Party”) and Ayoquezco Farms, Inc. and Juan Rafael Cruz (“Defendants,” and
3 collectively with CRD and Patricia Maldonado Zaragoza, the “Parties”), have entered into a
4 binding settlement agreement and have negotiated a proposed Consent Decree (“Consent
5 Decree”), attached hereto as Exhibit 1, to complete and finally resolve this action, entitled
6 *California Civil Rights Department v. Ayoquezco Farms, Inc. and Juan Rafael Cruz and Does*
7 *One through Ten, inclusive*, Alameda County Superior Court, Case No. 23CV034365 (the
8 “Action”);

9 WHEREAS, the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.)
10 authorizes CRD to resolve this litigation through a mutually negotiated settlement that provides
11 relief to CRD, and the Real Party, on whose behalf CRD sought to recover monetary and
12 injunctive relief;

13 WHEREAS, the Consent Decree was negotiated by CRD, a state agency tasked by the
14 Legislature with enforcing California’s civil rights laws, and Real Party’s counsel; and

15 WHEREAS, the Parties agree for the purposes of settlement that terms of the Consent
16 Decree are fair, adequate, and reasonable and conform to California law.

17 THEREFORE, IT IS HEREBY STIPULATED between the Parties, through their
18 respective counsel of record, as follows:

- 19 1. The Consent Decree sets forth the monetary recovery, including recovery for the Real
20 Party, details about implementation of the Consent Decree, and issuance of payment; the
21 injunctive relief; and the settlement of CRD’s and the Real Party’s claims for attorneys’
22 fees and costs, as agreed to by the Parties.
- 23 2. The provisions of the Consent Decree are fair, adequate, and reasonable, and comply
24 with California law.
- 25 3. Thus, the Parties submit this Joint Stipulation for entry of said Consent Decree.
- 26 4. Based on the Parties’ Joint Stipulation for Entry of Consent Decree, the Parties request
27 that the Court order the following:

- a. The clerk shall enter the [Proposed] Order Granting Entry of Consent Decree Based on Stipulation as a separate docket entry;
- b. The clerk shall enter the signed Consent Decree, attached hereto as Exhibit 1, as a separate docket entry;
- c. The signed Consent Decree shall have the effect of Court order and the Parties shall be bound by its terms;
- d. The Court shall retain jurisdiction of the Consent Decree to the extent set forth in the Consent Decree;
- e. The Action shall remain stayed pending expiration of the Consent Decree; and
- f. Upon the expiration of the Consent Decree, this Action shall be dismissed with prejudice.

Dated: May 21, 2024

CALIFORNIA CIVIL RIGHTS DEPARTMENT

By: Juan Gamboa
Juan Gamboa
Attorneys for Plaintiff CRD

Dated: May 24, 2024

CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

By: Josephine Weinberg
Josephine Weinberg
Attorneys for Real Party

Dated: May 24, 2024

FENTON & KELLER

By: Christopher E. Panetta
Christopher E. Panetta
Attorneys for Defendants

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EXHIBIT 1

1 ALEXIS McKENNA (#197120)
 Deputy Chief Counsel
 2 NELSON CHAN (#109272)
 Assistant Chief Counsel
 3 SOYEON OUM (#324046)
 Sr. Staff Counsel
 4 JUAN GAMBOA (#327352)
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 5 CALIFORNIA CIVIL RIGHTS DEPARTMENT
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 Telephone: (916) 478-7251
 7 Facsimile: (888) 382-5293
 8 Attorneys for Plaintiff, Civil Rights Department
 9 (Fee exempt, Gov. Code, § 6103)

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **IN AND FOR THE COUNTY OF ALAMEDA**

13 CALIFORNIA CIVIL RIGHTS
 DEPARTMENT, an agency of the State of
 14 California,

15 Plaintiff,

16 vs.

17 AYOQUEZCO FARMS, INC., JUAN RAFAEL
 CRUZ, and DOES ONE through TEN, inclusive,

18 Defendants.
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Case No.: 23CV034365

[PROPOSED] CONSENT DECREE

Department: 25
Judge: Hon. Jenna Whitman

Action Filed: May 25, 2023

I. INTRODUCTION

1
2 1. Plaintiff California Civil Rights Department (“CRD”), previously the Department of Fair
3 Employment and Housing (“Plaintiff” or “Department”), Plaintiff in Intervention, Patricia Maldonado
4 Zaragoza (“Maldonado Zaragoza”) and Defendants Ayoquezco Farms, Inc., (“Ayoquezco”) and Juan
5 Rafael Cruz (“Cruz”) hereby stipulate and agree to entry of this proposed Consent Decree (“Consent
6 Decree” or “Decree”) to resolve the civil action filed by the Department alleging sexual harassment,
7 discrimination based on sex, retaliation, and failure to prevent sex discrimination and harassment in
8 violation of the Fair Employment and Housing Act, Government Code section 12900 et seq. (“FEHA”),
9 and the Complaint in Intervention filed by Maldonado Zaragoza alleging sexual harassment and
10 discrimination based on sex, retaliation, constructive discharge, and failure to prevent sex discrimination
11 and sexual harassment in violation of FEHA, breach of contract, intentional infliction of emotional
12 distress, sexual battery, and wage and hour claims, including failure to pay minimum wages and
13 overtime, failure to provide meal and rest periods, and waiting time penalties in violation of the Labor
14 Code, and unlawful and unfair business practices in violation of the Business and Professions Code.

15 2. The Department, Maldonado Zaragoza, and Defendants Ayoquezco and Cruz
16 (collectively, the “Parties”) submit to the jurisdiction of this Court over the Parties and the subject
17 matter of this action and agree to the power of this Court to enter a Consent Decree.

18 3. The Parties agree that it is in the Parties’ best interests, and in the public interest to fully
19 and finally resolve this matter on mutually agreeable terms, reaching a compromise and settlement of all
20 claims without trial of any issues of fact or law raised in the Complaint and Complaint in Intervention,
21 or the Answer to the Complaint or Answer to the Complaint in Intervention, and without resort to
22 protracted litigation.

23 4. This Decree is being issued with the consent of the Parties and represents the compromise
24 of disputed claims that the Parties recognize would require protracted and additional costly litigation to
25 resolve. This Decree does not constitute an adjudication or finding by this Court on the merits of the
26 allegations of the Complaint and Complaint in Intervention. Nothing contained in this Decree shall be
27 construed as an admission of liability on the part of Defendants (as defined below), or any one of them,
28 each one of which expressly and unequivocally denies that they engaged in any unlawful discrimination,

1 harassment, retaliation, sexual battery, intentional infliction of emotional distress, breach of contract,
2 wage and hour violations, or unlawful and unfair business practices.

3 5. Therefore, the Parties request the Court’s entry of this Decree.

4 **NOW, THEREFORE, IT IS DECREED ADJUDGED, AND ORDERED AS FOLLOWS:**

5 **II. PARTIES**

6 6. The Department is a state agency tasked with investigating and prosecuting civil rights
7 actions. (Gov. Code, § 12930 subd. (f)(1)-(5)). As set forth in Government Code section 12900 et seq.,
8 the Department is charged with enforcing the Fair Employment and Housing Act (“FEHA”), including
9 investigating complaints and initiating civil actions. (Gov. Code, §§ 12930, 12961, 12965).

10 7. Defendant Ayoquezco is now and was, at all times relevant to this action, a California
11 corporation operating in and under the laws of the State of California and conducting business primarily
12 in Santa Cruz County, California.

13 8. Defendant Cruz is now and was, at all times relevant to this action, an individual who is
14 the primary shareholder of Defendant Ayoquezco and is employed by Defendant Ayoquezco in a
15 managerial position.

16 9. Hereinafter, any responsibilities and obligations in this Decree shall refer to Defendant
17 Ayoquezco and where explicitly stated, Defendant Cruz.

18 10. The Parties to this Decree are the Department, Maldonado Zaragoza, Defendants
19 Ayoquezco and Cruz. This Decree shall be binding on and enforceable against Defendant Ayoquezco
20 and its respective officers, directors, agents, successors, and assigns, and Defendant Cruz as an
21 individual.

22 **III. PROCEDURAL HISTORY**

23 11. On or about November 2, 2021, Maldonado Zaragoza filed an administrative complaint
24 with the Department against Defendants Ayoquezco and Cruz.

25 12. After completing its investigation and an unsuccessful attempt at mediation, the
26 Department filed its complaint in this instant matter on May 25, 2023.

27 13. Defendants filed their answer to the complaint on July 10, 2023, denying the allegations
28 therein.

1 events have occurred: (i) this Decree has been entered by the Court, and (ii) Maldonado Zaragoza has
2 executed the Release Agreement (attached hereto as Exhibit A); and (iii) until after the seven (7) day
3 revocation period has expired as stated in Exhibit A; and (iv) the Department has executed the Release
4 Agreement (attached hereto as Exhibit B) submitted the executed Release Agreements to Defendants'
5 counsel. ("Effective Date").

6 20. This Decree shall remain in effect for five (5) years after the Effective Date. Absent an
7 extension, at the end of the five-year term, this Decree shall expire on its own. Within five (5) court
8 days of the expiration date of the Decree, the Department and Maldonado Zaragoza will dismiss their
9 respective complaints in this Action in their entirety with prejudice. The Court retains jurisdiction over
10 this action during the duration of this Decree and will have all available powers to enforce this Decree,
11 including but not limited to monetary sanctions, injunctive relief, and extension of the term of the
12 Decree, and the Department and Maldonado Zaragoza reserve their right to seek such remedies in the
13 event of a breach of the terms of the Decree. The matter will remain open on the Court's docket and
14 will not be dismissed during the duration of the Decree.

15
16 **VI. RELEASES**

17 21. This Decree fully and completely resolves all issues, claims, and allegations, as attached
18 hereto as Exhibit A and B, against Defendants that are set forth in or are within the reasonable scope of
19 the Complaint and Complaint in Intervention in consideration for the monetary and injunctive relief
20 provided in this Decree.

21 22. This Decree does not resolve any other administrative complaints of discrimination
22 currently pending before the Department or any other complaints that might be filed in the future which
23 thereby are not covered in this Decree, and the Department reserves all rights to proceed regarding
24 matters not covered in this Decree.

25 23. Except as provided herein, this Decree in no way affects the Department's rights or
26 authority to bring, process, investigate, or litigate other complaints that may be in existence or later arise
27 against Defendants in accordance with standard procedures and authorities. Except as provided herein,
28 this Decree shall in no way hinder or affect an individual's right to file a complaint with the Department

1 or applicable federal agency, participate in a state or federal investigation or the Department's
2 investigation and determination into such complaints.

3 **VII. AFFIRMATIVE INJUNCTIVE RELIEF**

4 24. Defendant Ayoquezco shall develop and implement company policies and complaint
5 procedures regarding harassment, discrimination, or retaliation, ("Complaint Policies") which comply
6 substantially with the requirements of the FEHA within ninety (90) days of the Effective Date.

7 Defendant Ayoquezco shall distribute the Complaint Policies to all supervisory and non-supervisory
8 employees. The Complaint Policies shall include how an individual can complain regarding alleged
9 harassment, discrimination, or retaliation and how to contact human resources personnel. The
10 Complaint Policies shall include a procedure on how to complain about harassment, discrimination or
11 retaliation committed by managerial staff. The Complaint Policies shall specifically advise employees of
12 the right to file claims of alleged discrimination, harassment and retaliation with the CRD and the Equal
13 Employment Opportunity Commission ("EEOC"), and how to contact the CRD and EEOC. Defendant
14 Ayoquezco shall send confirmation that the Complaint Policies were distributed to employees as
15 outlined below.

16 25. Defendant Ayoquezco shall also develop and implement investigation policies for
17 handling and investigation of complaints of unlawful harassment, discrimination, or retaliation
18 ("Investigation Policies"). Ayoquezco shall train its supervisory employees of the Investigation Policies.

19 26. Within sixty (60) days of the Effective Date, Defendant Ayoquezco shall send to the
20 Department a written copy of the Complaint Policies and Investigation Policies for the Department's
21 review and suggested revisions. If the Department has any suggested revisions, Ayoquezco will take
22 them into consideration, but Ayoquezco will not be obligated to make the Department's suggested
23 revisions.

24 27. Defendant Ayoquezco will further distribute or ensure the distribution and training of the
25 Complaint Policies to all incoming employees within thirty (30) days of hire with the exception of the
26 2024 strawberry harvest season at Ayoquezco. For the 2024 strawberry harvest season at Ayoquezco,
27 Defendant Ayoquezco will distribute and train employees on its Complaint Policies within ninety (90)
28

1 days of the Effective Date. On an annual basis, for a period of five years starting with the 2024
2 strawberry harvest season at Ayoquezco, Defendant Ayoquezco shall report to the Department
3 confirming Defendant Ayoquezco has distributed the Complaint Policies in compliance with this
4 provision.

5 28. For a period of five years starting with the 2024 strawberry harvest season at Ayoquezco,
6 Defendant Ayoquezco shall train and distribute the Complaint Policies to its existing employees within
7 thirty (30) days of the start of every new strawberry harvest season at Ayoquezco, with the exception of
8 the 2024 season. For the 2024 strawberry harvest season at Ayoquezco, Defendant Ayoquezco will train
9 and distribute the Complaint Policies to its existing employees within ninety (90) days of the Effective
10 Date.

11 29. For a period of five years, Defendant Ayoquezco shall furnish compliance reports to the
12 Department affirming that it has provided training of the Complaint Policies and Investigation Policies
13 for handling unlawful discrimination complaints to its employees. The compliance report will be in the
14 form of a statement signed under penalty of perjury by Defendant Cruz on behalf of Defendant
15 Ayoquezco. The first compliance statement will be due by the end of the 2024 strawberry harvest season
16 at Defendant Ayoquezco, but no later than December 31, 2024. Subsequent compliance statements will
17 be due at the end of each new strawberry harvest season at Defendant Ayoquezco, but no later than
18 December 31st of each reporting year.

19 30. Defendant Ayoquezco shall conduct training in compliance with the FEHA for non-
20 supervisory and supervisory employees. Defendant Ayoquezco shall maintain records related to the
21 occurrence of such training and upon request from the Department shall provide records such as
22 attendance lists with personal identifying information of employees redacted and training materials. On
23 an annual basis, for a period of five years starting with the 2024 strawberry harvest season at
24 Ayoquezco, Defendant Ayoquezco shall report to the Department confirming Defendant Ayoquezco has
25 conducted the training in compliance with this provision as outlined below.

26 31. The sexual harassment prevention trainings described hereinafter, to Defendant Cruz,
27 supervisory staff and non-supervisory employees (with the exception of non-supervisory employees who
28 begin their employment after the start of the strawberry harvest season as described in paragraph 37),

1 shall be in-person trainings with interactive instruction. Audio, video, webinar and e-learning training
2 methods may be used as supplemental tools in conjunction with in-person instruction but cannot solely
3 fulfill the requirements of this paragraph. Interactive instruction shall include questions that assess
4 learning, skill-building activities that assess the trainee’s application and understanding of content
5 learned, and hypothetical scenarios about sexual violence, harassment, and retaliation. Examples of in-
6 person interactive instruction include pre- or post-training quizzes or tests, small group discussion
7 questions, discussion questions that accompany hypothetical fact scenarios, use of brief scenarios
8 discussed in small groups or by the entire group, or any other learning activity geared towards ensuring
9 interactive participation as well as the ability to apply what is learned to the trainee’s work environment.

10 32. The required trainings, training materials and complaint policies described in this section
11 shall be provided in the language and literacy level understood by the participants in the training.

12 33. Defendant Cruz will complete three hours of sexual harassment training each year, for
13 three years. The first training will be completed within 120 days from the Effective Date. Subsequent
14 yearly trainings will be completed on or before the one-year anniversary of the first training. For a
15 period of three years, Defendant Cruz will report yearly training compliance to the Department in the
16 form of a statement signed under penalty of perjury, within sixty (60) days of each yearly training. The
17 compliance statement will include a copy of the training materials.

18 34. Supervisors at Defendant Ayoquezco, excluding Defendant Cruz, will complete two
19 hours of sexual harassment training each year, for three years, starting with the 2024 strawberry harvest
20 season at Ayoquezco. Non-supervisors will not be present during this training. Time spent in the training
21 is considered work time, therefore employees will be compensated for their time. Yearly training will be
22 completed within thirty (30) days of the start of the strawberry harvest season at Defendant Ayoquezco,
23 with the exception of the 2024 strawberry harvest season at Ayoquezco. For the 2024 strawberry harvest
24 season at Ayoquezco, the yearly training will be completed within ninety (90) days of the Effective
25 Date. These trainings shall specifically advise employees of the right to file claims of alleged
26 discrimination, harassment and retaliation with the CRD and the EEOC, and how to contact the CRD
27 and EEOC. For a period of three years, Defendant Ayoquezco will report sexual harassment prevention
28 training compliance to the Department in the form of a statement signed under penalty of perjury by

1 Defendant Cruz on behalf of Defendant Ayoquezco, within sixty (60) days of each yearly training. The
2 compliance statement will include a copy of the training materials.

3 35. Non-supervisors at Defendant Ayoquezco will complete one hour of sexual harassment
4 training each year, for three years, starting with the 2024 strawberry harvest season at Ayoquezco.
5 Supervisors will not be present during this training. Time spent in the training is considered work time,
6 therefore employees will be compensated for their time. Yearly training will be completed within thirty
7 (30) days of the start of the strawberry harvest season at Defendant Ayoquezco, with the exception of
8 the 2024 strawberry harvest season at Ayoquezco. For the 2024 strawberry harvest season at Ayoquezco,
9 the yearly training will be completed within ninety (90) days of the Effective Date. For a period of three
10 years, Defendant Ayoquezco will report sexual harassment prevention training compliance to the
11 Department in the form of a statement signed under penalty of perjury by Defendant Cruz on behalf of
12 Defendant Ayoquezco, within sixty (60) days of each yearly training. The compliance statement will
13 include a copy of the training materials.

14 36. The above-described sexual harassment prevention trainings in paragraphs 33, 34 and 35,
15 will be provided by a mutually agreed upon firm or organization with experience in culturally competent
16 sexual harassment trainings in the farm labor industry/context and that has not previously represented
17 the company or any of its owners, officers or agents.

18 37. Non-supervisors who start employment with Defendant Ayoquezco after the start of the
19 strawberry harvest season at Defendant Ayoquezco, starting with the 2024 season, will complete one
20 hour of sexual harassment training each year, for three years, by taking the Department’s Sexual
21 Harassment Prevention for Non-supervisors online training. Supervisors will not be present during the
22 online training other than to assist with technical difficulties. Time spent in the training is considered
23 work time, therefore employees will be compensated for their time. Yearly training will be completed
24 within thirty (30) days of hire. For a period of three years, Defendant Ayoquezco will report sexual
25 harassment prevention training compliance to the Department in the form of a statement signed under
26 penalty of perjury by Defendant Cruz on behalf of Defendant Ayoquezco. The first compliance
27 statement will be due by the end of the 2024 strawberry harvest season at Defendant Ayoquezco, but no
28 later than December 31, 2024. Subsequent compliance statements will be due at the end of each new

1 strawberry harvest season at Defendant Ayoquezco, but no later than December 31st of each reporting
2 year.

3 38. Defendant Ayoquezco will not provide the Department with a list of training attendees
4 identifying them by name, nor will their contact information be disclosed.

5 39. The compliance statements and training materials as discussed herein will be sent via
6 email to juan.gamboa@calcivilrights.ca.gov.

7 **VIII. MONETARY RELIEF AND ATTORNEYS' FEES AND COSTS**

8 40. In settlement of this instant action, Defendants Ayoquezco and Cruz, or their successors,
9 shall pay a total of One Hundred Thousand Dollars (\$100,000), inclusive of any attorney fees for the
10 Department and counsel for Maldonado Zaragoza ("Settlement Amount"). The Settlement Amount will
11 be paid in installments, as follows:

- 12 a. First Installment: Forty-Thousand Dollars (\$40,000), due thirty (30) calendar days of the
13 Effective Date, with Thirty Thousand (\$30,000) payable to Patricia Maldonado Zaragoza
14 and delivered to California Rural Legal Assistance, Inc., 3 Williams Road, Salinas, CA
15 93905, Attention: Josephine Weinberg, Esq.; and Five Thousand Dollars (\$5,000)
16 payable to California Rural Legal Assistance, Inc. and delivered to California Rural Lega
17 Assistance, Inc., 3 Williams Road, Salinas, CA 93905, Attention: Josephine Weinberg,
18 Esq. and Five Thousand Dollars (\$5,000) payable to the California Civil Rights
19 Department delivered to California Civil Rights Department Legal Division, 2218
20 Kausen Drive, Suite 100, Elk Grove, CA 95758, Attention: Juan Gamboa, Esq.
- 21 b. Second Installment: Thirty Thousand dollars (\$30,000), due one year from the first
22 installment payment, payable to Patricia Maldonado Zaragoza and delivered to California
23 Rural Legal Assistance, Inc., 3 Williams Road, Salinas, CA 93905, Attention: Josephine
24 Weinberg, Esq.,
- 25 c. Third Installment: Thirty Thousand dollars (\$30,000), due two years from the first
26 installment payment, payable to Patricia Maldonado Zaragoza and delivered to California
27 Rural Legal Assistance, Inc., 3 Williams Road, Salinas, CA 93905, Attention: Josephine
28

1 Weinberg, Esq. See paragraph 41 for designation information of this payment.

2 d. It is the order of the Court that CRLA and the Department each be reimbursed \$5,000 for
3 their respective attorney fees and costs incurred in this litigation, and that \$90,000 of the
4 settlement be paid to Maldonado Zaragoza.

5 41. Defendants will designate the monies to be paid to Maldonado Zaragoza as non-wage
6 compensation under the FEHA which will not be subject to tax withholding and will be reported on a
7 1099 form, with the exception of the third and final installment, which will be designated as \$28,000 in
8 non-wage compensation and \$2,000 in wages subject to withholdings and reported on a W-2 form.
9 Defendant Ayoquezco and/or Defendant Cruz shall prepare and distribute the W-2 and 1099 tax
10 reporting forms to Maldonado Zaragoza and shall make appropriate reports to the Internal Revenue
11 Service and other tax authorities. Defendants shall be solely responsible for any costs associated with the
12 issuance and distribution of the W-2 and 1099 tax reporting forms to Maldonado Zaragoza. Maldonado
13 Zaragoza shall be solely responsible for taxes payable, if any, on her portion of the settlement proceeds.
14 Neither the Department, CRLA nor Defendants make any representation to Maldonado Zaragoza, or
15 assume any responsibility for any tax liability, assessments, interest, penalties, and/or costs that
16 Maldonado Zaragoza may incur on such payments under local, state and/or federal law.

17 42. In the event of Maldonado Zaragoza's death, all rights, including her right to receive the
18 Settlement Amount, hereunder, will be assigned to her children Jennifer Campos Maldonado, Martin
19 Nájera Maldonado, Cristian Nájera Maldonado and Camila Nájera Maldonado.

20 43. If any installment payment is returned due to insufficient funds, all remaining installment
21 payments shall be paid by certified check or mail order, and Plaintiffs may move to enforce this
22 agreement in accordance with paragraphs herein.

23 44. The Parties agree that any outstanding installment payments owed will be considered
24 non-dischargeable debt.

25 **IX. ENFORCEMENT**

26 45. As requested by the Parties, the Court retains jurisdiction over the Parties to enforce this
27 Decree.

28 46. Department and Maldonado Zaragoza agree that, before initiating any such action, they

1 will attempt to obtain voluntary compliance with the Decree. Any such attempt shall be made by
2 notifying the Defendants, through their counsel of record Christopher E. Panetta and Gladys Rodriguez-
3 Morales, in writing by email at CPanetta@fentonkeller.com and GMorales@fentonkeller.com and by
4 mail at Fenton & Keller, P.O. Box 791, Monterey, CA 93942, of the nature of the dispute. This notice
5 shall specify the particular provision(s) that the Department and/or Maldonado Zaragoza believe has
6 been breached. The Defendants shall have thirty (30) calendar days from the date of the written notice to
7 cure the breach unless the Parties extend this period upon mutual consent.

8 47. If Defendants fail to cure the breach related to the Settlement Amount within thirty (30)
9 calendar days from the date of the written notice to cure the breach or within the time period extended
10 by mutual consent, Defendants will owe the total amount of the unpaid balance remaining under the
11 Agreement plus interest at a rate of 10% per annum of the total balance remaining under the Agreement,
12 calculated daily from the date the first missed payment was due..

13 48. After thirty (30) calendar days have passed from the written notice described above with
14 no resolution or agreement to extend the time, the Department or Maldonado Zaragoza may petition the
15 Court for resolution of the dispute, seeking all available relief, including an extension of the term of the
16 Decree, and/or any other relief that the Court may deem appropriate.

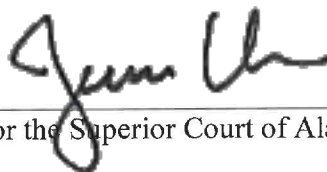
17 49. Failure by the Department or Maldondo Zaragoza to seek enforcement of this Decree
18 with respect to any instance or provision shall not be construed as a waiver of enforcement regarding
19 other instances or provisions.

20 50. Any documents required by this Decree or records that this Decree requires Defendants
21 to maintain—including, but not limited to reporting to the Department—shall be admissible as evidence
22 in any motion or proceeding to enforce this Decree.

23 51. Consistent with Government Code section 12965, subdivision (c)(6), the Court may
24 award, in its discretion, reasonable attorney fees and costs for work performed as a prevailing party on
25 any motion or other proceeding to enforce, interpret, or defend this Decree or to resolve disputes arising
26 under it except that a prevailing defendant shall not be awarded fees and costs unless the court finds the
27 action was frivolous, unreasonable, or groundless when brought, or the plaintiff continued to litigate
28 after it clearly became so.

56. This Decree may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute the Parties' single agreement. Facsimile, email, PDF, and photocopied signatures shall also be deemed original for all purposes.

IT IS SO DECREED, ADJUDGED, AND ORDERED this 6th day of June, 2024.



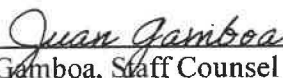
JUDGE for the Superior Court of Alameda County

Jenna Whitman / Judge

The undersigned hereby apply for and consent to entree of this Decree:

For California Civil Rights Department:

DATED: May 20, 2024


Juan Gamboa, Staff Counsel
California Civil Rights Department, formerly the
Department of Fair Employment and Housing

For Complainant in Intervention:

DATED: 5/20/2024

DocuSigned by:

6B7E81D1EE0641A
Patricia Maldonado Zaragoza

For Ayoquezco Farms, Inc.:

DATED: 5-24-2024


Juan R. Cruz, its President

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For Juan R. Cruz:

DATED: 5-24-2024



Juan R. Cruz

EXHIBIT A

RELEASE OF CLAIMS

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3 In consideration for \$100,000.00 paid to me by or on behalf of Ayoquezco Farms, Inc. and/or Juan
4 R. Cruz (“Defendants”) in connection with the resolution of *California Civil Rights Department v.*
5 *Ayoquezco Farms, Inc., et al.*, and the complaint in intervention, *Maldonado Zaragoza v. Ayoquezco*
6 *Farms, Inc., et al.*, Superior Court, Alameda County, Case No. 23CV034365 (the “Action”), I am
7 voluntarily waiving my rights as set forth in this Release of Claims.

8 In consideration for Defendants’ promises herein, I unconditionally release Defendants
9 Ayoquezco, Inc. and Juan R. Cruz and all their past and present employees, officers, directors, executors,
10 administrators, owners, members, affiliates, divisions, subsidiaries, parents, related entities, managing
11 agents, servants, consultants, independent contractors, representatives, insurers, predecessors and
12 successors, attorneys, agents, and assigns, and all person acting by, through, under or in concert with any
13 of them, and each of their respective heirs, successors, and assigns (collectively “Releasees”) from any
14 and all claims asserted in, that arise out of, or reasonably relate to the claims alleged in the Complaint and
15 Complaint in Intervention, including claims of sex or gender-based discrimination and harassment,
16 retaliation for complaining about or opposing harassment or discrimination (or testifying or assisting in
17 any proceeding related thereto), failure to prevent discrimination and harassment, violation of personal
18 rights, and/or acts of violence that occurred on or before my signing of this Release of Claims. I understand
19 that the claims released include claims for gender and sex-based disparate treatment, harassment, and
20 retaliation under the Fair Employment and Housing Act, as well as wage and hour claims under the Labor
21 Code, Wage Orders, Civil Code and Business and Professions Code. I understand that this means I am
22 agreeing not to sue the Releasees with respect to the claims I am releasing.

23 I represent that I am not aware of any claim other than the claims that are released in this Action.
24 I represent that I have not filed any complaints, claims, demands, or actions against Defendants, their
25 officers, agents, directors, supervisors, representatives, parent corporation(s) or any affiliated or subsidiary
26 entities, with any state, federal or local agency or court, and that I will not do so at any time hereafter with
27 respect to my employment with Defendants through the Effective Date. I expressly acknowledge that my
28 Release of Claims is a full and final release, and that I intend it to be effective as a bar to each and every
potential claim, demand, and/or cause of action that I may have had or have against Defendants and against
all released individuals and entities as of the date of this Release of Claims.

I also acknowledge that I have been advised of and I am familiar with the provisions of California
Civil Code section 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.**

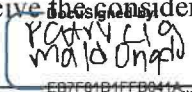
Notwithstanding the provisions of section 1542 or any similar law to provide a full and complete
release of the Defendants, I expressly acknowledge that this Release of Claims is intended to include,
without limitation, all claims which I do not know or suspect to exist in my favor at the time of execution
of this document, and that the settlement agreed upon completely extinguishes all such claims.

I represent that I have not assigned or given away any of the claims that I am releasing.

This Consent Decree and Release of Claims constitutes a knowing and voluntary waiver of any
and all rights or claims that I have or may have under the federal Age Discrimination in Employment Act,
as amended by the Older Workers’ Benefit Protection Act of 1990, 29 U.S.C. section 621 et seq. This

paragraph and this Consent Decree and Release of Claims are written in a manner calculated to be understood by me. I am hereby advised in writing to consult with an attorney before signing this Consent Decree and Release of Claims. I have up to twenty-one (21) days in which to consider signing this Consent Decree and Release of Claims. If I decide not to use all twenty-one (21) days, I knowingly and voluntarily waive any claims I was not given the twenty-one (21) day period or did not use the entire twenty-one (21) days to consider this Consent Decree and Release of Claims. I may revoke this Consent Decree and Release of Claims at any time within the seven (7) day period following the date I sign this Consent Decree and Release of Claims by providing written notice of revocation to Christopher E. Panetta and Gladys Rodriguez-Morales at CPanetta@FentonKeller.com and GMorales@FentonKeller.com and in c/o Fenton & Keller, 2801 Monterey-Salinas Highway, Monterey, California 93940 before the expiration of the seven (7) day revocation period. The Agreement shall not become effective or enforceable until after the seven (7) day revocation period has expired. If I revoke the Consent Decree and Release of Claims within the seven (7) day revocation period I will not receive the consideration set forth in the Consent Decree.

DATED: 5/20/2024



Patricia Maldonado Zaragoza

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EXHIBIT B

RELEASE OF CLAIMS

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In consideration of the monetary relief paid by Defendants Ayoquezco Farms, Inc. and Juan R. Cruz (“Defendants”) and the affirmative relief to be performed by Defendants as outlined in the Decree in connection with the resolution of the Complaint filed in *California Civil Rights Department v. Ayoquezco Farms, Inc., et al.*, and the complaint in intervention, *Maldonado Zaragoza v. Ayoquezco Farms, Inc., et al.*, Superior Court, Alameda County, Case No. 23CV034365 (the “Action”), the California Civil Rights Department (“Department”) voluntarily waives its rights as set forth in this Release of Claims

In consideration for Defendants’ promises herein, the Department unconditionally release Defendants Ayoquezco, Inc. and Juan R. Cruz and all their past and present employees, officers, directors, executors, administrators, owners, members, affiliates, divisions, subsidiaries, parents, related entities, managing agents, servants, consultants, independent contractors, representatives, insurers, predecessors and successors, attorneys, agents, and assigns, and all person acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns (collectively “Releasees”) from any and all claims asserted in, that arise out of, or reasonably relate to the claims of Maldonado Zaragoza alleged in the Action and stemming from CRD Administrative Case No. 202107-14148013. Notwithstanding any similar law to provide a full and complete release of the Defendants, the Department acknowledges that this Release of Claims is intended to include, without limitation, all claims which the Department does not know or suspect to exist with respect to Maldonado Zaragoza related to CRD Administrative Case No. 202107-14148013, and that the settlement agreed upon completely extinguishes all such claims.

DATED: May 20, 2024

Juan Gamboa
Juan Gamboa, Staff Counsel, on behalf of
California Civil Rights Department, formerly
the Department of Fair Employment
Housing

1 ALEXIS McKENNA (#197120)
Deputy Chief Counsel
2 NELSON CHAN (#109272)
Assistant Chief Counsel
3 SOYEON OUM (#324046)
Sr. Staff Counsel
4 JUAN GAMBOA (#327352)
Staff Counsel
5 CALIFORNIA CIVIL RIGHTS DEPARTMENT
2218 Kausen Drive, Suite 100
6 Elk Grove, CA 95758
Telephone: (916) 964-1925
7 Facsimile: (888) 382-5293

8 Attorneys for Plaintiff, CRD, formerly DFEH
(Fee Exempt, Gov. Code, § 6103)
9

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF ALAMEDA**

13 CALIFORNIA CIVIL RIGHTS DEPARTMENT, an
agency of the State of California,
14
Plaintiff,
15
v.
16 AYOQUEZCO FARMS, INC., JUAN RAFAEL CRUZ,
17 and DOES ONE through TEN, inclusive,
18
Defendants.

Case No. 23CV034365
PROOF OF ELECTRONIC SERVICE
Judge: Hon. Jenna Whitman
Department: 25
Action Filed: May 25, 2023

1 **PROOF OF ELECTRONIC SERVICE**

2 I, Daniel Tongol, the undersigned, hereby declare:

3 I am over eighteen years of age and not a party to the within cause. My mailing address is
4 2218 Kausen Drive, Suite 100, Elk Grove, California 95758. My electronic service address is
5 daniel.tongol@calcivilrights.ca.gov.

6 On May 28, 2024, I electronically served a copy of the following and attached documents
7 described as:

- 8 • **JOINT STIPULATION FOR ENTRY OF CONSENT DECREE, EXHIBIT 1**
9 **[PROPOSED] CONSENT DECREE**

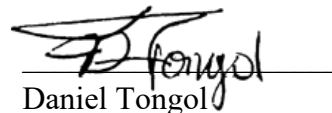
10 in the case of California Civil Rights Department v. Ayoquezco Farms, Inc. et al., Alameda
11 County Superior Court, Case No. 23CV034365 on each of the following via electronic mail:

12 (via e-mail)

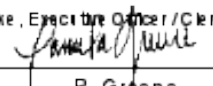
13 gmorales@fentonkeller.com
14 ddoss@fentonkeller.com
15 dsilva@crla.org
16 jweinberg@crla.org
17 cpanetta@fentonkeller.com
18 jennifer@jenniferreischlaw.com

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct.

21 Executed on May 28, 2024, at Sacramento, California.

22 

23 Daniel Tongol
24 California Civil Rights Department
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SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 06/21/2024
PLAINTIFF/PETITIONER: California Civil Rights Department et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy P. Greene
DEFENDANT/RESPONDENT: Ayoquezco Farms, Inc. et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV034365

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Stipulation Joint Stipulation for Entry of Consent Decree - No Order entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Christopher Edward Panetta
Fenton and Keller
cpanetta@fentonkeller.com

Gladys Rodriguez-Morales
Fenton & Keller
GMorales@FentonKeller.com

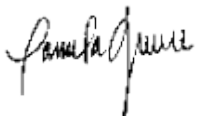
Josephine B Weinberg
California Rural Legal Assistance
jweinberg@crla.org

Juan Gamboa
California Civil Rights Department
juan.gamboa@calcivilrights.ca.gov

Dated: 06/21/2024

Chad Finke, Executive Officer / Clerk of the Court

By:


P. Greene, Deputy Clerk