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Attorneys for Plaintiff
JOSE VENTURA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

JOSE VENTURA, on behalf of the State of
California, and others similarly situated and
aggrieved,

Plaintiff,

v.

LIMONEIRA COMPANY, a Delaware
Corporation; USA STAFFING, INC., a
California corporation; UNITED STAFFING
ASSOCIATES, LLC, a California Limited
Liability Company; and DOES 1-100, inclusive,
Defendants.



Case No.: 56-2023-00575592-CU-OE-VTA

Assigned for All Purposes to:
Hon. Mark Borrell
Dept. 40

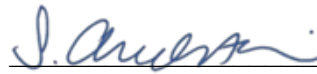
NOTICE OF ENTRY OF ORDER

1 TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on March 5, 2024, the Court entered its Order granting
3 Plaintiff's Motion for Approval of Settlement Under Private Attorneys General Act. Furthermore,
4 a Final Accounting Hearing is scheduled for January 17, 2025 at 08:20 AM in Department 40 of
5 the Ventura County Superior Court. A true and correct copy of the Court's Order is attached
6 hereto as Exhibit A.

7
8 Dated: March 5, 2024

CROSNER LEGAL, P.C.

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11 Jamie K. Serb
12 Sepideh Ardestani
13 Zachary Crosner
14 Attorneys for Plaintiff Jose Ventura
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EXHIBIT

A

RECEIVED

VENTURA SUPERIOR COURT

02/28/24

VENTURA SUPERIOR COURT

FILED

03/05/2024

Brenda L. McCormick
Executive Officer and Clerk

Cristal Alvarez

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Hon. Mark Borrell
Dept. 40

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT**

Date: February 22, 2024
Time: 8:30 a.m.
Dept.: 40

[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), the Motion for Approval of Settlement under the Private Attorneys General Act
3 (“PAGA”) by Plaintiff Jose Ventura came before this Court on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiff’s Complaint and his
7 letter to the Labor Workforce & Development Agency (“LWDA”) dated December 6, 2022 (the
8 “LWDA Notice”), on behalf of all current and former non-exempt employees that worked either
9 directly for Defendant Limoneira Company or were staffed at Limoneira by Defendant United
10 Staffing Associates, LLC (together with Limoneira, the “Defendants”), at any location in
11 California during the PAGA Period of December 11, 2021 to October 11, 2023 (the “Aggrieved
12 Employees”).

13 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and approve
14 any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(1)(2). Accordingly
15 the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the
16 proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the papers filed in
17 support of the proposed settlement and the arguments of counsel, and good cause appearing, HEREBY
18 ORDERS AS FOLLOWS:

- 19 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 20 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
21 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
22 terms, as fair, reasonable, and adequate;
- 23 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of California,
24 and the Aggrieved Employees, on behalf of themselves and their respective former and present
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns, by operation of
26 this Order and Judgment hereby release and forever discharge Defendants and the Released Parties (as
27 defined in the Settlement Agreement) from all claims for PAGA penalties that were alleged, or
28 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative

1 Complaint and the PAGA Notice.

2 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State
3 of California as to those claims brought in the Action, and shall bar any claim under PAGA brought
4 by any person, including the Aggrieved Employees, on behalf of the State of California, as to the
5 Released Claims and Released Parties.

6 5. Under the Settlement Agreement, Defendants agree to pay Two Hundred Thousand Dollars
7 and No Cents (\$200,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive
8 of payments to the LWDA and Aggrieved Employees, an enhancement award to Plaintiff, Attorney's Fees
9 and Costs, and Administration costs. No portion of the Gross Settlement Amount will revert to Defendants.
10 Plaintiff requests a representative enhancement award of \$7,500.00, and Plaintiff's Counsel requests an
11 award of attorney's fees of 1/3 of the Gross Settlement Amount, \$66,666.66, and reimbursement of actual
12 litigation expenses of \$16,055.21. Defendants do not oppose these requests. The Court finds the Gross
13 Settlement Amount is fair, reasonable and adequate, and approves each of these payments (subject to a
14 modification to the representative enhancement award as ordered by this Court), and directs the Settlement
15 Administrator to make the following payments from the Gross Settlement Amount:

16 a. \$66,666.66 in attorney's fees to Crosner Legal, PC;
17 b. \$16,055.21 in litigation costs to Crosner Legal, PC;
18 c. \$5,000.00 to Plaintiff Jose Ventura, reduced from the requested amount, as a representative
19 enhancement for his services as the named plaintiff in this matter, and in consideration of his full general
20 release of claims and waiver of Civil Code section 1542; and

21 d. \$7,000.00 in administration costs to Phoenix Settlement Administrators;

22 6. After deducting the foregoing payments, the estimated remainder of approximately
23 \$105,278.13 will remain (the "Net Settlement Amount" or "NSA"). 75% of the NSA (about
24 \$78,958.60) will go to the LWDA, and the remaining 25% (about \$26,319.53) will go to the
25 Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves
26 these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved
27 Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to
28 otherwise carry out its duties as set forth in the Settlement Agreement. For any Aggrieved Employee

whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

7. Within 15 days of the Effective Date (as defined in the Settlement Agreement), Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. Within 15 calendar days of the Settlement's Effective Date, Defendant will fund the settlement. Within 14 days thereafter, the Settlement Administrator will mail a Notice and settlement check to all PAGA Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in Defendant's records.

8. A Final Accounting Hearing is set for January 17, 2025 ^{at 8:20 AM}. Plaintiff is ordered to file a report concerning administration of the settlement and distribution of funds, and a [Proposed] Judgment no later than five (5) court days beforehand

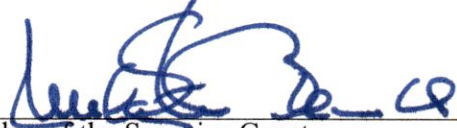
9. The Parties are directed to comply with all terms of the Settlement Agreement and the following Implementation Schedule:

Event	Date
Defendant transmits Aggrieved Employee Data to Settlement Administrator	Within 15 days of Effective Date (as defined in the Settlement Agreement)
Defendant funds Gross Settlement Amount	Within 15 days of Effective Date (as defined in the Settlement Agreement)
Administrator issues checks for the Administration Expenses Payment, the PAGA Representative Payment, the PAGA Counsel Expenses Payment, Individual PAGA Payments, and the LWDA PAGA Payment	Within 14 days of Funding
Settlement Administrator provides certification of mailing and distribution	Within 10 days of distribution
Deadline to cash Settlement Checks	Within 180 days of distribution
Deadline for Plaintiff's Counsel to file compliance report and [Proposed] Final Judgment to Court	5 Court days before Final Accounting Hearing
Final Accounting Hearing	January 17, 2025 ^{at 8:20 AM}

1 10. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for
2 the purpose of supervising implementation, enforcement, construction, administration, and interpretation of
3 the Settlement Agreement until entry of a Final Judgment.

4 **IT IS SO ORDERED.**

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6 Dated: 3/5/24



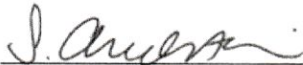
Judge of the Superior Court

MARK S. BORRELL

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11 APPROVED AS TO FORM:

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13 Dated: February 28, 2024

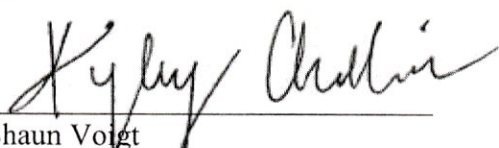
CROSNER LEGAL, PC

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Sepideh Ardestani
Attorneys for Plaintiff Jose Ventura

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17 Dated: February 28, 2024

FISHER PHILLIPS, LLP

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Shaun Voigt
Kyle S. Chelwick
Attorneys for Defendants Limoneira Company and
United Staffing Associates LLC

PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.QW

On March 6, 2024, I served true copies of the following document(s) described as

NOTICE OF ENTRY OF ORDER

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced document(s) from the email address maria@crosnerlegal.com to the interested parties in this action by electronic transmission. Said electronic transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on March 6, 2024, at Los Angeles, California.



Maria Monterrey

SERVICE LIST

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FISHER & PHILLIPS LLP
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kchelwick@fisherphillips.com

Attorney for Defendant
PEAK TECHNICAL STAFFING USA
PEAK TECHNICAL SERVICES LP
PEAK TECHNICAL SERVICE INC.