

FEB 07 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

RICARDO RAMIREZ, individually and on
behalf of the State of California, and others
similarly situated and aggrieved,

Plaintiff,

v.

INGARDIA BROS. PRODUCE, INC., a
California Corporation; and DOES 1-100,
inclusive,

Defendants.

Case No.: 30-2023-01336578-CU-OE-CXC

**Assigned for All Purposes to:
Hon. Lon Hurwitz
Dept. CX-103**

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

Date: January 24, 2025
Time: 1:30 p.m.
Dept. CX-103

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

4 Plaintiff’s operative complaint seeks civil penalties on behalf of the State of California
5 and similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by
6 PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set
7 forth in Plaintiff’s complaint and his letter to the Labor Workforce & Development Agency
8 (“LWDA”) submitted on or about May 4, 2023 (the “LWDA Notice”), on behalf of all non-
9 exempt employees who worked for Defendant Ingardia Bros. Produce, Inc. in California during
10 the PAGA Period of May 7, 2022 through April 18, 2024.

11 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
12 approve any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(1)(2).
13 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement
14 (attached as Exhibit 1 to the Declaration of Nikki Trenner, ROA 31), including the proposed PAGA
15 penalties, under Labor Code section 2699(1)(2), having considered the papers filed in support of the
16 proposed settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS
17 FOLLOWS:

- 18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
20 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
21 terms, as fair, reasonable, and adequate;
- 22 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
23 California, by operation of this Order and Judgment hereby releases and forever discharges Defendants and
24 the Released Parties (as defined in the Settlement Agreement) from all claims for PAGA penalties that
25 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in
26 the Operative Complaint and Plaintiff’s respective PAGA Notice including (1) failing to pay all
27 wages owed, including minimum wage and overtime due to automatic deduction and time
28 rounding, off-the-clock work, unpaid split shift premium payments, unpaid non-piece rate time,

1 and unpaid onboarding/orientation time; (2) failing to provide legally compliant meal periods
2 and failed to pay meal period premiums; (3) failing to provide legally compliant rest periods and
3 failed to pay rest period premiums; (4) failing to provide paid sick leave altogether, including
4 supplemental paid sick leave, and/or improperly calculated the sick leave accrual and the sick
5 leave rate of pay owed to employees; (5) failing to allow employees to use earned vacation/paid
6 time off and/or failed to pay all vested, accrued paid time off to employees upon separation of
7 employment; (6) unlawfully requiring employees to disclose prior salary information in their
8 employment applications and requiring employees to agree to unlawful financial credit checks
9 and unlawful criminal background checks; (7) failing to reimburse employees for business
10 expenses; (8) failed to provide accurate itemized wage statements; (9) failing to maintain
11 accurate records; and (10) failing to pay all wages due at the time of separation. Aggrieved
12 Employees shall release the PAGA Released Claims for the entire PAGA Period with respect to
13 all pay periods in which they were employed or jointly employed by one or more of the
14 Released Entities.

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

19 5. The Court finds further that Plaintiff shall release, relinquish, and discharge, and by
20 operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and
21 discharged all of his individual (non-PAGA) claims as against all Released Parties, as set forth in the
22 Settlement Agreement;

23 6. The Parties are directed to comply with all terms of the Settlement Agreement, and
24 Defendant is directed to make all payments required by the Settlement Agreement;

25 7. Under the Settlement Agreement, Defendant agrees to pay Four Hundred Fifty Thousand
26 Dollars and No Cents (\$450,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is
27 inclusive of payments to the LWDA and Aggrieved Employees, Plaintiff's enhancement award, Attorney's
28 Fees and Costs, and Administration costs. No portion of the Gross Settlement Amount will revert to

1 Defendant. Plaintiff's Counsel requests an award of attorney's fees of \$150,000.00 (1/3 of the GSA) and
2 reimbursement of actual litigation expenses of \$13,228.91, and Plaintiff requests a service award in the
3 amount of \$10,000.00. Defendant does not oppose these requests. The Court finds the Gross Settlement
4 Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement
5 Administrator to make the following payments from the Gross Settlement Amount:

- 6 a. \$150,000.00 in attorney's fees to Crosner Legal, PC;
- 7 b. \$13,165.50 in litigation costs to Crosner Legal, PC;
- 8 c. \$5,000.00 for a service award to Plaintiff Ricardo Ramirez; and
- 9 d. \$4,000.00 in administration costs to Simpluris, Inc., which entity is approved as the
10 Settlement Administrator;

11 8. After deducting the foregoing payments, the estimated remainder of approximately
12 \$277,834.50 will remain (the "Net Settlement Amount" or "NSA"). Seventy-five percent of the
13 NSA (about \$208,375.87) will go to the LWDA, and the remaining 25% (about \$69,458.63) will
14 go to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court
15 approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and
16 Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement
17 Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement; and

18 9. A Final Accounting Hearing is set for December 12, 2025, at 1:30 p.m. in Department CX-
19 103 of the Orange County Superior Court. Plaintiff is ordered to file a report concerning administration of
20 the settlement and distribution of funds no later than fourteen (14) calendar days beforehand. The
21 Settlement Administrator is ordered to post copies of the operative complaint, notice packet, and this Order
22 and Judgment on its website for a minimum of 90 days from the date of this Order and Judgment.

23 10. This document shall constitute a Judgment for purposes of California Rule of Court
24 3.769(h). The Court reserves exclusive and continuing jurisdiction under Code of Civil Procedure section
25 664.6 and California Rule of Court 3.769(h) over the Action and the Parties for the purpose of supervising

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1 implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement
2 and this Judgment.

3 **IT IS SO ORDERED.**

4
5 **FEB 07 2025**

6 _____
7 Dated



Judge of the Superior Court

JUDGE LON F. HURWITZ