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Attorneys for Plaintiffs, JOSE PEREZ VENTURA and  
IRIS ARASELI HERNANDEZ on behalf of themselves  
and all others similarly situated and aggrieved,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF VENTURA**

JOSE PEREZ VENTURA, an individual and  
on behalf of all others similarly situated,

Plaintiffs,

v.

BOSKOVICH FARMS, INC., a California  
corporation; LABORNOW, INC., a  
Massachusetts corporation; and DOES 1  
through 100, inclusive,

Defendants.

CASE NO.: 56-2022-00564058-CU-OE-VTA

[Assigned for all purposes to the Hon.  
Charmaine H Buehner in Dept. J4]

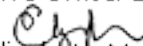
~~[PROPOSED]~~ **ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
AND REPRESENTATIVE ACTION  
SETTLEMENT AND CERTIFYING  
CLASS FOR SETTLEMENT PURPOSES  
ONLY**

VENTURA SUPERIOR COURT

**FILED**

09/12/2025

K. Bieker  
Executive Officer and Clerk

  
Elizabeth Muller

1 This Court, having considered the motion of plaintiffs Jose Perez Ventura (“Plaintiff Ventura”)  
2 and Iris Araseli Hernandez (“Plaintiff Hernandez”, and together with Plaintiff Ventura, the  
3 “Plaintiffs”), for Preliminary Approval of the Class and Representative Action Settlement and  
4 Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”),  
5 the Declarations of Brandon M. Chang, David D. Bibiyan, Plaintiffs, and Anthony Rogers, the Class  
6 Action and PAGA Settlement Agreement (the “Settlement,” “Settlement Agreement” or  
7 “Agreement”), the proposed Notice of Proposed Class Action Settlement and Date for Final  
8 Approval Hearing (“Class Notice”), and other documents submitted in support of the Motion for  
9 Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference  
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement  
13 Class Members” or “Class Members”) for the purpose of settlement only: all persons employed by  
14 defendant Boskovich Farms, Inc. (“Boskovich”), either directly or through any subsidiary or  
15 affiliated companies and classified as a non-exempt, non-agricultural hourly-paid employee who  
16 worked for Boskovich in California during the period from April 22, 2018 through July 9, 2024  
17 (“Class Period”); and all persons employed by defendant LaborNow, Inc. (“LaborNow” and  
18 collectively with “Boskovich”, the “Defendants”), either directly or through any subsidiary,  
19 affiliated companies, staffing agency, or professional employer organization, and classified as a  
20 non-exempt, hourly-paid employee who worked at any facility owned or operated by Boskovich in  
21 California during the Class Period.

22 3. The Court preliminarily appoints the named plaintiffs Jose Perez Ventura and Iris  
23 Araseli Hernandez (collectively, “Plaintiffs”), as Class Representatives. The Court also  
24 preliminarily appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C. as Class  
25 Counsel.

26 4. The Court preliminarily approves the proposed class settlement upon the terms and  
27 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the  
28 settlement appears to be within the range of reasonableness of settlement that could ultimately be

1 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement  
2 amount is fair, adequate, and reasonable as to all potential class members when balanced against the  
3 probable outcome of further litigation relating to liability and damages issues. It further appears that  
4 extensive and costly investigation and research have been conducted such that counsel for the Parties  
5 at this time are reasonably able to evaluate their respective positions. It further appears to the Court  
6 that the settlement at this time will avoid substantial additional costs to all Parties, as well as the  
7 delay and risks that would be presented by the further prosecution of the Action. It further appears  
8 that the settlement has been reached as the result of intensive, non-collusive, and arms-length  
9 negotiations utilizing an experienced third-party neutral.

10 5. The Court approves, as to form and content, the Class Notice that has been submitted  
11 herewith, as Exhibit A.

12 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to  
13 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The  
14 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies  
15 with the requirements of law and appears to be the best notice practicable under the circumstances.

16 7. The Court hereby preliminarily approves the definition and disposition of the Gross  
17 Settlement Amount of \$1,450,000.00 which is inclusive of: attorneys' fees of not more than thirty-  
18 five percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the  
19 Settlement Agreement, amounts to \$507,500.00, in addition to actual costs incurred of up to  
20 \$50,000.00; Service Payments of up to \$7,500.00 each to plaintiffs Jose Perez Ventura and Iris  
21 Araseli Hernandez, for a total of \$15,000 to Plaintiffs; costs of settlement administration of no more  
22 than \$15,750.00 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of  
23 \$72,500.00, of which \$54,375.00 (75%) will be paid to the Labor and Workforce Development  
24 Agency ("LWDA") and \$18,125.00 (25%) to Aggrieved Employees defined as a person employed  
25 by Defendants, either directly or through any subsidiary, affiliated companies, staffing agency, or  
26 professional employer organization, in California and classified as a non-exempt, hourly-paid  
27 employee who worked for Defendants during the period from March 29, 2021 through the end of  
28 the Class Period ("PAGA Period").

1        8.        The Gross Settlement Amount expressly excludes Employer Taxes, which will be  
2 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

3        9.        Class Member's "Workweek" means any week during which a Class Member  
4 worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire  
5 dates (as applicable), and termination dates (as applicable).

6        10.       Defendants represent that there are no more than 133,406 Workweeks worked during  
7 the Class Period. In the event the number of Workweeks worked by Class Members during the  
8 Class Period increases by more than 5%, or 6,670 Workweeks, then the Gross Settlement Amount  
9 shall be increased proportionally by the Workweeks in excess of 133,406. For example, should there  
10 be 141,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased  
11 by \$82,539.77  $[(141,000 \text{ Workweeks} / 133,406 \text{ Workweeks} \times \$1,450,000.00) - \$1,450,000.00]$ . Any  
12 such increase in the Gross Settlement Amount shall be divided between Boskovich and LaborNow  
13 based upon the source of the increase. Using the example above, the number of Workweeks was  
14 underestimated by 7,594. If 75% of that increase (5,696 Workweeks) is as the result of Boskovich's  
15 underestimation and 25% (1,898 Workweeks) is as a result of LaborNow's underestimation,  
16 Boskovich would pay 75% of the \$82,539.77 increase of the Gross Settlement Amount (\$61,904.83)  
17 and LaborNow would pay 25% (\$20,634.94).

18        11.       The Court deems, ILYM Group, Inc. ("ILYM" or "Settlement Administrator"), the  
19 Settlement Administrator, and payment of administrative costs, not to exceed \$15,750.00 out of the  
20 Gross Settlement Amount for services to be rendered by Settlement Administrator on behalf of the  
21 class.

22        12.       Not later than 21 days after the Court grants Preliminary Approval of the Settlement,  
23 Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel  
24 spreadsheet. "Class Data" means Class Member identifying information in Defendants' custody,  
25 possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last  
26 known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of  
27 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

28        ///

1        13.        To protect Class Members' privacy rights, the Administrator must maintain the Class  
2 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,  
3 and restrict access to the Class Data to Administrator employees who need access to the Class Data  
4 to effect and perform under the Agreement. Defendants have a continuing duty to immediately  
5 notify Class Counsel if it discovers that the Class Data omitted class member identifying information  
6 and to provide corrected or updated Class Data as soon as reasonably feasible. Without any  
7 extension of the deadline by which Defendants must send the Class Data to the Administrator, the  
8 Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise  
9 resolve any issues related to missing or omitted Class Data.

10       14.       Using best efforts to perform as soon as possible, and in no event later than 14 days  
11 after receiving the Class Data, the Administrator will send to all Class Members identified in the  
12 Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish  
13 translation, substantially in the form attached to the Agreement as Exhibit "A".

14       15.       Not later than 3 business days after the Administrator's receipt of any Class Notice  
15 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any  
16 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the  
17 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the  
18 most current address obtained. The Administrator has no obligation to make further attempts to  
19 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second  
20 time.

21       16.       "Response Deadline" means forty-five (45) days after the Administrator mails Notice  
22 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members  
23 may: (a) mail or email Requests for Exclusion from the Settlement, or (b) mail or email his or her  
24 Objection to the Settlement. Class Members to whom Notice Packets are resent after having been  
25 returned undeliverable to the Administrator shall have an additional 15 days beyond the Response  
26 Deadline has expired.

27       17.       Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
28 must send the Administrator, by mail or email, a signed written Request for Exclusion not later than

1 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class  
2 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class  
3 Member or his/her representative that reasonably communicates the Class Member's election to be  
4 excluded from the Settlement and includes the Class Member's name, address and email address or  
5 telephone number. To be valid, a Request for Exclusion must be timely postmarked or emailed by  
6 the Response Deadline.

7 18. Every Class Member who does not submit a timely and valid Request for Exclusion  
8 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and  
9 bound by all terms and conditions of the Settlement, including the Participating Class Members'  
10 Releases, regardless whether the Participating Class Member actually receives the Class Notice or  
11 objects to the Settlement.

12 19. Each Class Member shall have 45 days after the Administrator mails the Class Notice  
13 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the  
14 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the  
15 Class Notice. The Class Member may challenge the allocation by communicating with the  
16 Administrator via mail or email.

17 20. Only Participating Class Members may object to the class action components of the  
18 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or  
19 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment  
20 and/or Class Representatives Service Payment. Participating Class Members may send written  
21 objections to the Administrator, by mail or email. In the alternative, Participating Class Members  
22 may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final  
23 Approval Hearing.

24 21. If a Class Member submits both an objection and a Request for Exclusion, the  
25 Request for Exclusion will control and the Objection will be overruled.

26 22. Before the date by which Plaintiffs are required to file the Motion for Final Approval  
27 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a  
28 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its

1 obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class  
2 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,  
3 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the  
4 number of written objections and attach the Exclusion List. The Administrator will supplement its  
5 declaration as needed or requested by the Parties and/or the Court.

6 23. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order  
7 Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as  
8 of the latest of the following occurrences: (a) 60 days after the Court enters Notice of Entry of  
9 Judgment; (b) or if a timely appeal from the Judgment is filed, the day after the appellate court  
10 affirms the Judgment and issues a remittitur.

11 24. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts  
12 necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the  
13 Administrator no later than November 1, 2025, or 21 days after the Effective Date, whichever is the  
14 last to occur.

15 25. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator  
16 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA  
17 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class  
18 Counsel Litigation Expenses Payment, and the Class Representatives Service Payment.  
19 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment  
20 and the Class Representatives Service Payment shall not precede disbursement of Individual Class  
21 Payments, and the Individual PAGA Payments.

22 26. For any Class Member whose Individual Class Payment check or Individual PAGA  
23 Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall  
24 transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid at Work, for use  
25 in Ventura County.

26 27. All papers filed in support of final approval, including supporting documents for  
27 attorneys' fees and costs, shall be filed per Code.

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1        28.        A Final Fairness and Approval Hearing shall be held with the Court on January 8,  
2        2026, at ~~8:30~~ <sup>10:00</sup> a.m., in Department J4 of the above-entitled Court to determine: (1) whether the  
3        proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;  
4        (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service  
5        award to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and  
6        (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

7        **IT IS SO ORDERED.**

8        Dated:        09/09/2025  
9        \_\_\_\_\_



Charmaine H Buehner

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Judge of the Superior Court