

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Valverde v. Rivulis Irrigation, Inc. (Case No. MCV089185)

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Rivulis Irrigation, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Geno Valverde and Bernie Ferris (“Plaintiffs”), former employees of Defendant. The Action seeks payment of:

(1) Unpaid wages for a class of former hourly-paid or non-exempt employees of Jain Irrigation, Inc. within the State of California at any time during the period from August 28, 2016, through June 29, 2023 (“Class,” “Class Members,” “Class Period”). Any former non-exempt employee of Jain Irrigation, Inc. who previously released claims against Jain Irrigation, Inc. in exchange for a severance and/or settlement payment shall be excluded as a Class Member; and

(2) Penalties under the Private Attorneys General Act of 2004 (“PAGA”) for all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from February 7, 2022, through August 25, 2024 (“PAGA Members” and “PAGA Period”).

The settlement has two main parts: (1) Class Settlement requiring Defendant to fund Individual Class Payments to Class Members; and (2) PAGA Settlement requiring Defendant to fund Individual PAGA Payments for PAGA Members.

You have been identified as a former hourly paid or non-exempt employee of Jain Irrigation, Inc. who worked within the State of California between August 28, 2016 and June 29, 2023.

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$<<est_SettAmt>> (less withholding).

The above estimate is based on Defendant’s records showing you worked <<Workweeks>> Workweeks during the Class Period. If you believe you worked more Workweeks during the Class Period, you can submit a challenge by the deadline date. See Section IV of this Class Notice.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period, you have two (2) basic options under the settlement:

1. **Do Nothing.** You don’t have to do anything to participate in the settlement and be eligible for an Individual Class Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims against Defendant.
2. **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendant.

Defendant won’t retaliate against you for any actions you take with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Defendant covered by this settlement (Released Claims).
You Can Opt Out of the Class Settlement The Opt Out Deadline is March 3, 2025	If you don't want to fully participate in the settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the settlement. See Section VI of this Class Notice.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by March 3, 2025	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this Class Notice.
You Can Participate in the April 22, 2025 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on April 22, 2025. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by March 3, 2025	The amount of your Individual Class Payment depends on how many Workweeks you worked at least one (1) day during the Class Period. The number of Workweeks you worked according to Defendant's records is stated on the first page of this Class Notice. See Section IV of this Class Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant and/or Jain Irrigation, Inc. The Action accuses Jain Irrigation, Inc. of violating California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Plaintiffs have also asserted a claim for civil penalties under Labor Code section 2698 (PAGA) on behalf of those employees who worked for Defendant. Plaintiffs are represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and Christopher Petersen of Justice Law Corporation.

Defendant strongly denies it, or Jain Irrigation, Inc. violated any laws or failed to pay any wages and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Plaintiffs or Defendant is correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation. By signing the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, the Parties have negotiated a settlement that is subject to the Court's Final Approval. Both sides agree the settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe: (1) Defendant agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant agreed to settle this matter for \$1,000,000. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class and PAGA Representative Service Payments, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).
 - a. Assuming the Court grants Final Approval, Defendant shall fund the Gross Settlement Amount, and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than twenty-eight (28) calendar days after the Administrator gives a final accounting of all employer payroll taxes due. Said accounting shall be provided no more than five (5) business days after the Effective Date.
 - b. “Effective Date” means fourteen (14) calendar days after both of the following have occurred: (i) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (ii) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (1) if no Participating Class Member or PAGA Member objects to the Settlement, the date of service on Defendant of a Notice of Entry of Judgment ; (2) if one or more Participating Class Members or PAGA Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (3) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
 - c. Settlement payments have already been made to fourteen (14) former employees of Jain Irrigation, Inc. pursuant to individual settlement agreements since the commencement of this lawsuit, totaling \$53,333.20 (“Prior Settlement Payments”). Defendant will receive a “credit” for such payments against the Gross Settlement Amount.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$350,000 (35% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$50,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000 to each Plaintiff (totaling \$20,000) as their Class and PAGA Representative Service Payments for filing the Action, working with Class Counsel, and effectively representing the Class. The Class and PAGA Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$15,000 to the Administrator as the Administration Expenses Payment for services administering the Settlement.
 - d. Up to \$80,000 for PAGA Penalties, seventy-five percent (75%) of which (\$60,000) will be paid to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$20,000) will be paid to the PAGA Members as their Individual PAGA Payments based on their PAGA Pay Periods.
3. Right to Object. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
4. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks.
5. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholding and will be reported on IRS Form W-2. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are

counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and Non-Wage Portions of the Individual Class Payments on IRS Form 1099.

- a. While the Parties agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
6. Need to Promptly Cash Payment Checks. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member and PAGA Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient Katherine and George Alexander Community Law Center. If the monies represented by your check is sent to the *cy pres* recipient Katherine and George Alexander Community Law Center, you will have no means to retrieve the funds.
 7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by March 3, 2025. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's: (a) full name; (b) present address; (c) email address or telephone number; and (d) a simple statement electing to be excluded from the Settlement. Non-Participating Class Members will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.
 8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. The Parties agreed, in either case, the Settlement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.
 9. Administrator. The Court has appointed a neutral company CPT Group, Inc. ("Administrator") to send this Class Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section IX of this Class Notice.
 10. Participating Class Members' Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount (minus Prior Settlement Payments) and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement Agreement. This means unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its related entities for wages based on the Class Period facts, as alleged in the Action and resolved by the Settlement Agreement. The Participating Class Members will be bound by the following release:
 - a. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period. Except as set forth in Section E.3. of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
 11. PAGA Members' Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount (minus Prior Settlement Payments) and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who are Non-Participating Class Members, cannot sue, continue to sue, or participate in any

other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by the Settlement. The PAGA Members will be bound by the following release:

- a. All Participating and Non-Participating Class Members, who are PAGA Members, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice that occurred during the PAGA Period.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing \$20,000 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Period.
3. Workweek. The number of Workweeks you worked during the Class Period, as recorded in Defendant's records, are stated on the first page of this Class Notice. You have until March 3, 2025, to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section IX of this Class Notice has the Administrator's contact information.
 - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service ("USPS") mail, postage prepaid, a single check to every Participating Class Member.
2. PAGA Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every PAGA Member.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Class Notice has the Administrator's contact information.**

VI. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your full name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Valverde v. Rivulis Irrigation, Inc.* (Case No. MCV089185), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by March 3, 2025, or it will be invalid. Section IX of the Class Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class and PAGA Representative Service Payments may wish to object. The deadline for sending written objections to the Administrator is March 3, 2025. Be sure to tell the Administrator what you object to, why you

object, and any facts that support your objection. Make sure you identify the Action as *Valverde v. Rivulis Irrigation, Inc.* (Case No. MCV089185) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this Class Notice for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on April 22, 2025, at 9:00 a.m., in Department 45 of the Madera County Superior Court located at 200 South “G” Street Madera, California 93637. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website www.cptgroupcaseinfo.com/rivulisirrigationsettlement beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator’s website at www.cptgroupcaseinfo.com/rivulisirrigationsettlement. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Court’s website by going to <https://madera-prod-portal.ecourt.com/public-portal/> and entering the Case No. MCV089185. You can also go to the Court in person at the address listed in Section VIII of this Class Notice and request copies of the court documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel: Douglas Han
Shunt Tatavos-Gharajeh
Christopher Petersen
Justice Law Corporation
751 North Fair Oaks Ave., Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
ghan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
cpetersen@JusticeLawCorp.com

Administrator: Valverde v. Rivulis Irrigation, Inc.
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, California 92606
Toll-Free Number: 1-888-663-5657
Fax Number: 949-419-3446
Email Address: rivulisirrigationsettlement@cptgroup.com

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, you will have no means to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.