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Superior Court of California,
County of Madera
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By: Ashley M. Ormandy, Deputy Clerk

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FILED
Superior Court of California,
County of Madera
11/12/2024
Adrienne Calip / Clerk of Court
By: Brittany Velazquez, Deputy Clerk

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF MADERA**

12 GENO VALVERDE, individually, and on
13 behalf of aggrieved employees pursuant to the
14 Private Attorneys General Act ("PAGA");

15 Plaintiff,

16 v.

17 RIVULIS IRRIGATION, INC., a California
18 corporation, and DOES 1 through 100,
19 inclusive;

20 Defendants.

Case No.: MCV089185

Assigned for All Purposes to:
Honorable Brian W. Enos
Department 45

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

Hearing Date: November 12, 2024
Hearing Time: 8:30 a.m.
Hearing Place: Department 45

Complaint Filed: April 13, 2023
FAC Filed: October 9, 2024
Trial Date: None Set

Electronically Submitted on 10/15/24 12:27 PM

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
3 the Honorable Brian W. Enos presiding, on November 12, 2024 at 8:30 a.m.. The Court, having
4 considered the papers submitted in support of the Motion, **ORDERS THE FOLLOWING:**

5 1. The following Class is conditionally certified for purposes of settlement only: all
6 former hourly-paid or non-exempt employees of Jain Irrigation, Inc. within the State of California
7 at any time during the period from August 28, 2016, through June 29, 2023 (“Class,” “Class
8 Members,” and Class Period”). Any former non-exempt employee of Jain Irrigation, Inc. who
9 previously released claims against Jain Irrigation, Inc. in exchange for a severance and/or settlement
10 payment shall be excluded as a Class Member.

11 2. The Court grants preliminary approval of the settlement based upon the terms set
12 forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement,”
13 “Settlement,” or “Agreement”). Attached hereto as **Exhibit 1** is a true and correct copy of the
14 Agreement. Capitalized terms shall have the definitions set forth in the Agreement.

15 3. The settlement embodied in the Settlement Agreement appears to be fair, adequate,
16 and reasonable to the Class. The Settlement Agreement falls within the range of reasonableness and
17 appears to be presumptively valid, subject only to any objections that may be raised at the Final
18 Approval Hearing.

19 4. Plaintiffs Bernie Ferris and Geno Valverde (“Plaintiffs”) are conditionally approved
20 to serve as the Class Representative and Private Attorneys General Act of 2004 (“PAGA”)
21 Representative respectively.

22 5. Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation are
23 conditionally approved as Class Counsel for the Class.

24 6. The Court confirms CPT Group, Inc. as the Administrator.

25 7. The proposed Gross Settlement Amount of \$1,000,000 is conditionally approved.

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1 8. The proposed payment of the Class Counsel Fees Payment not to exceed \$350,000
2 (35% of the Gross Settlement Amount) to Class Counsel and Class Counsel Litigation Expenses
3 Payment for actual litigation costs incurred not to exceed \$50,000 to Class Counsel are
4 conditionally approved.

5 9. The proposed Class and PAGA Representative Service Payments not to exceed
6 \$10,000 to each Plaintiff (totaling \$20,000) for their services as the Class Representative and PAGA
7 Representative are conditionally approved.

8 10. The proposed payment of the Administration Expenses Payment not to exceed
9 \$15,000 to the Administrator for its services is conditionally approved.

10 11. The Court also conditionally approves the PAGA Penalties not to exceed \$80,000
11 the Parties have allocated for the settlement of the claims for PAGA penalties stemming from the
12 alleged Labor Code violations. Seventy-five percent (75%) of the PAGA Penalties (\$60,000) will
13 be paid to the California Labor and Workforce Development Agency, and twenty-five percent
14 (25%) of the PAGA Penalties (\$20,000) will be paid to the PAGA Members, on a pro rata basis.

15 12. A Final Approval Hearing on the question of whether the Settlement Agreement,
16 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class and PAGA
17 Representative Service Payment should be finally approved as fair, reasonable, and adequate as to
18 all Class Members who do not submit valid and timely Requests for Exclusion from the Settlement
19 is scheduled on the date and time set forth below.

20 13. The Court approves, as to form and content, the Court Approved Notice of Class
21 Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), as attached as
22 **Exhibit A** to the Agreement. The Court approves, as to form and content, the PAGA Settlement
23 Notice, as attached as **Exhibit B** to the Agreement. The Court also approves the procedure for the
24 Class Members to participate in, to opt out of, and to object to the Settlement.

25 14. The Court directs the mailing of the Class Notice to all identified Class Members
26 via first-class United States Postal Service mail in accordance with the implementation schedule set
27 forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice
28 meet the requirements of due process, provide the best notice practicable under the circumstances,

1 and shall constitute due and sufficient notice to all persons entitled.

2 15. To facilitate administration of the Settlement pending final approval, the Court
3 hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits, or
4 administrative proceedings (including, but not limited to, filing claims with the Division of Labor
5 Standards Enforcement of the California Department of Industrial Relations) based on claims
6 released by the Settlement unless and until such Class Members have filed valid requests for
7 exclusion with the Administrator and the time for filing valid requests for exclusion with the
8 Administrator has not elapsed.

9 16. The Court orders the following implementation schedule for further proceedings:

10 a.	Deadline for Defendant to submit Class Data to Administrator	No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement
11		
12 b.	Deadline for Administrator to mail the Class Notice to the Class Members	No later than fourteen (14) calendar days after receiving the Class Data
13		
14 c.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator	Within forty-five (45) calendar days from the initial mailing of the Class Notice
15		
16 d.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator if the Class Notice was remailed	Within an additional fourteen (14) calendar days beyond the Response Deadline
17		
18		
19 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class and	Within sixteen (16) court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
20	PAGA Representative Service Payment	
21		
22		
23 f.	Final Approval Hearing	<u>March 12, 2025</u> at <u>9:00 am</u> am / pm in Department 45
24		

25 Dated: 11-12-2024

IT IS SO ORDERED.

26
27 By: Brian W Enos
28 Honorable Brian W. Enos
Judge of the Superior Court

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Plaintiffs Geno Valverde and Bernie Ferris (“Plaintiffs,” “Plaintiff Valverde,” and “Plaintiff Ferris”) and Defendant Rivulis Irrigation, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant as “Parties,” or individually as “Party”.

A. DEFINITIONS.

1. “Action” means the lawsuit alleging wage and hour violations against Defendant captioned *Valverde v. Rivulis Irrigation, Inc.* initiated by Plaintiff Valverde on April 13, 2023, as amended, and pending in the Superior Court of the State of California, County of Madera (Case No. MCV089185).
2. “Administrator” means CPT Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

“Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
3. “Class” means all former hourly-paid or non-exempt employees of Jain Irrigation, Inc. within the State of California at any time during the Class Period.
4. “Class Counsel” means Justice Law Corporation.
5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action and the case of *Bernie Ferris v. Jain Irrigation, Inc.*, Superior Court of California, County of Fresno, (Case No. 21CECG01284).
6. “Class Data” means Class Members’ identifying information in Defendant’s possession, including the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Workweeks during the Class Period.
7. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as PAGA Member). 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.
8. “Class Member Address Search” means the Administrator’s investigation and search for current Class and PAGA Members’ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.

9. "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
10. "Class Period" means the period from August 28, 2016, through June 29, 2023.
11. "Class Representative" means Plaintiff Ferris, who will seek Court approval to serve as the Class Representative.
12. "Class Representative Service Payment" and "PAGA Representative Service Payment" means the payment to the Class Representative and PAGA Representative for initiating the Ferris Action and this Action and providing services in support of either.
13. "Court" means the Superior Court of California, County of Madera.
14. "Defendant" means Rivulis Irrigation, Inc., the named defendant of the Action.
15. "Defense Counsel" means Karin Cogbill and Jimmey Macias of Jackson Lewis and Geoff Lee of Gordon Rees Scully Mansukhani, LLP.
16. "Effective Date" means fourteen (14) calendar days after both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) 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 ; (ii) 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 (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
17. "Final Approval" means the Court's order granting final approval of the Settlement.
18. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
19. "Gross Settlement Amount" means \$1,000,000 which is the total amount Defendant agrees to pay under the Settlement. Settlement payments have already been made to fourteen (14) current and 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. 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 PAGA Payments, LWDA PAGA Payment, and Individual Class Payments.

20. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
21. "Individual PAGA Payment" means the PAGA Members pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
22. "Judgment" means the judgment entered by the Court based upon the Final Approval.
23. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
24. "LWDA PAGA Payment" means seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
25. "Net Settlement Amount" means the Gross Settlement Amount less the following payments and credits in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class and PAGA Representative Service Payments; (d) Administration Expenses Payment; (e) Individual PAGA Payments; (f) LWDA PAGA Payment; and (g) Prior Settlement Payments. The remainder is to be paid to Participating Class Members as Individual Class Payments.
26. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
27. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*)
28. "PAGA Data" means PAGA Members' identifying information in Defendant's possession, including their: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) number of PAGA Pay Periods.
29. "PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period.
30. "PAGA Notice" means Plaintiff Valverde's letter sent to the LWDA and Defendant on January 11, 2023 providing notice pursuant to Labor Code section 2699.3, subd. (a).
31. "PAGA Settlement Notice" means the Court Approved Notice of PAGA Settlement, to be mailed to PAGA Members in English and Spanish in the form, without material variation, attached as **Exhibit B** and incorporated by reference into this Agreement. The PAGA Settlement Notice shall be mailed with the Individual PAGA Payment.
32. "PAGA Pay Period" means any pay period during which PAGA Member worked for Defendant for at least one (1) day during the PAGA Period.

33. "PAGA Period" means the period from February 7, 2022, through August 25, 2024.
34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated seventy-five percent (75%) to the LWDA and the twenty-five percent (25%) to the PAGA Members in settlement of PAGA claims.
35. "PAGA Representative" means Plaintiff Valverde who will seek Court approval to serve as the PAGA Representative.
36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
37. "Plaintiffs" means Geno Valverde and Bernie Ferris, the named plaintiffs in the Action.
38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
39. "Released Class Claims" means the claims being released as described in Section E.2. below.
40. "Released PAGA Claims" means the claims being released as described in Section E.3. below.
41. "Released Parties" means Defendant and Jain Irrigation, Inc. and each of their respective parents, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents, employees, and stockholders.
42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
43. "Response Deadline" means forty-five (45) calendar days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
44. "Settlement" means the disposition of the Action effected by this Settlement Agreement and the Judgment.
45. "Workweek" means any week during which a Class Member worked for Jain Irrigation, Inc. for at least one (1) day during the Class Period.

B. RECITALS.

1. On August 28, 2020, Plaintiff Ferris filed a wage-and-hour class action lawsuit against Jain Irrigation, Inc. in the Superior Court of California, County of San Bernardino, alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions Code section 17200, *et seq.* (Case No. CIVDS2018206).
2. On February 16, 2021, Plaintiff Ferris' lawsuit was transferred to the Superior Court of California, County of Fresno, pursuant to Jain Irrigation, Inc.'s Motion to Transfer Venue (Case No. 21CECG01284).
3. On January 11, 2023, Plaintiff Valverde in the instant case provided written notice to the LWDA of the provisions of the Labor Code he contends were violated and the theories supporting his contentions.
4. On April 13, 2023, Plaintiff Valverde filed a representative PAGA action against Defendant in the Superior Court of California, County of Madera, predicated on Defendant's alleged: (a) failure to pay minimum and overtime wages; (b) failure to provide meal periods and rest breaks; (c) failure to timely pay wages during employment; (d) failure to timely pay wages upon termination; (e) failure to provide complete and accurate wage statements; (f) failure to provide paid sick days; and (g) failure to reimburse business expenses.
5. On June 29, 2023, Defendant acquired and merged with Jain Irrigation, Inc., such that the Jain Irrigation, Inc. entity ceased to exist, and Defendant became the surviving corporation
6. After engaging in discovery, investigations, and negotiation, the Parties remotely attended mediation with the mediator Monique Ngo-Bonnici on June 24, 2024, ultimately resulting in the Parties reaching a tentative global settlement of both the instant case and Ferris Action via a mediator's proposal.
7. In line with the settlement, Plaintiff Valverde filed a First Amended Complaint that: (a) added Plaintiff Ferris as a named plaintiff; and (b) added the class and individual claims previously asserted by Plaintiff Ferris against Jain Irrigation, Inc. The First Amended Complaint is the Operative Complaint.¹

¹ Pursuant to the settlement, Plaintiff Ferris dismissed his wage-and-hour class action lawsuit against Jain Irrigation, Inc., without prejudice and each party is to bear its own fees and costs, except as permitted by this Agreement.

8. Defendant denies the allegations in the Operative Complaint, denies any failure of itself or Jain Irrigation, Inc. to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
9. The Parties conducted significant investigation and discovery of the facts and law both before and after the Ferris Action and this Action were filed. Defendant produced documents relating to its policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendant's production, Plaintiffs also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiffs to understand the number of Workweeks and PAGA Pay Periods. Plaintiffs also located and interviewed Class Members and PAGA Members and conducted the deposition of the person most knowledgeable for Jain Irrigation, Inc. in the Ferris Action. Plaintiffs believe their investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.
10. The Court has not granted class certification.
11. The Parties, Class Counsel, and Defense Counsel represent that in light of the dismissal of the Ferris Action, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

C. MONETARY TERMS.

1. Gross Settlement Amount. Defendant promises to pay \$1,000,000 (minus Prior Settlement Payments) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount (minus Prior Settlement Payments) without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments and credits from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
 - a. To Plaintiffs: Class Representative Service Payment and PAGA Representative Service Payment of no more than \$10,000 to each Plaintiff (totaling \$20,000) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative and PAGA Representative are entitled to receive as Participating Class Members and PAGA Members). Defendant will not oppose Plaintiffs' request for the Class and PAGA Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any

Class and PAGA Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class and PAGA Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. Any reduction will not be grounds to appeal or otherwise challenge the Court's approval of this Settlement. The Administrator will pay the Class and PAGA Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for taxes owed on the Class and PAGA Representative Service Payments.

- b. To Class Counsel: A Class Counsel Fees Payment of no more than \$350,000 (35% of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of no more than \$50,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will retain the remainder to the Net Settlement Amount. Any reduction will not be grounds to appeal or otherwise challenge the Court's approval of this Settlement. Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will also pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, hold Released Parties harmless, and indemnify Released Parties from any dispute or controversy regarding any division or sharing of any of these payments.
- c. To the Administrator: An Administration Expenses Payment not to exceed \$15,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$15,000, the Administrator will retain the remainder in the Net Settlement Amount.
- d. To Each Participating Class Member: An Individual Class Payment is calculated 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 each Participating Class Member's Workweeks during the Class Period.
 - i. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Eighty percent (80%) of each Participating Class Member's Individual

Class Payment will be allocated to the settlement of claims for interest and penalties (“Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- e. To the LWDA and PAGA Members: PAGA Penalties in the sum of \$80,000 to be paid from the Gross Settlement Amount, seventy-five percent (75%) of which (\$60,000) will be allocated to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$20,000) will be allocated to the PAGA Members as their Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the PAGA Members twenty-five percent (25%) share of PAGA Penalties (\$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 each PAGA Member’s PAGA Pay Periods during the PAGA Period. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Any reduction will not be grounds to appeal or otherwise challenge the Court’s approval of this Settlement. In addition, the Administrator will report the Individual PAGA Payments on IRS Form 1099.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendant estimates that as of April 18, 2024 there are 129 Class Members who worked a total of 22,631 Workweeks, and 238 PAGA Members who worked a total of 8,200 PAGA Pay Periods.
2. Funding of Gross Settlement Amount. 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.

3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class and PAGA Representative Service Payments, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and PAGA Members via first-class United States Postal Service (“USPS”) mail, postage prepaid. 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. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notices were returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members, including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notices were returned undelivered). The Administrator may send Participating Class Members who are also PAGA Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the NCOA.
 - b. The Administrator must conduct a Class Member Address Search for all other Participating Class and PAGA Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Participating Class or PAGA Member whose original check was lost or misplaced if requested by the Participating Class or PAGA Member prior to the void date.
 - c. For any Participating Class 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 the Katherine and George Alexander Community Law Center.
 - d. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Participating Class or PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Settlement.

E. RELEASES OF CLAIMS. 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, Plaintiffs, Participating Class Members, PAGA Members, and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiffs' Release. Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred prior to the Effective Date. This includes, but is not limited to, all claims arising from their employment and separation of employment with Defendant, including, but not limited to, all claims that were, or could have been, alleged based on the facts contained in the Operative Complaint or PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after the Effective Date. Plaintiffs acknowledge they may discover facts or law different from, or in addition to, the facts or law Plaintiffs now know or believe to be true but agree Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

a. Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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.

2. Release by Participating Class Members. 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 this 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.

3. Release by PAGA Members. 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.

4. Release by Class Counsel. Class Counsel releases any claim for fees and costs in connection with the Ferris Action and this Action, except as to those fees and costs expressly provided for in this Agreement and approved by the Court.

F. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

1. Plaintiffs’ Responsibilities. Plaintiffs will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.
 - a. Plaintiffs will provide a draft proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Administrator; approving the Class Notice; and setting the Final Approval Hearing to Defense Counsel for approval no less than five (5) calendar days before it is filed with the Court. Only a jointly approved Proposed Order shall be submitted to the Court.
 - b. Defendant agrees it will not oppose Plaintiffs’ Motion for Preliminary Approval of the Settlement Agreement so long as the motion is consistent with the terms of the Settlement Agreement.
 - c. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class and PAGA Representative Service Payments, and Administration Expenses Payment shall be determined by the Court, and the Court’s determination on these amounts shall be final and binding. The Court’s approval or denial of any amount requested for these items are not material conditions of this Agreement.
 - d. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.
2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel are responsible for delivering the Court’s Preliminary Approval to the Administrator.
3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to modify the Settlement and otherwise satisfy the Court’s concerns.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
4. Notice to Class Members.
 - a. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data and PAGA Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data and PAGA Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data and PAGA Data to Administrator employees who need access to the Class Data and PAGA Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers the Class Data and PAGA Data omitted Class or PAGA Members' identifying information and to provide corrected or updated Class Data and PAGA Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data and PAGA Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data and PAGA Data. Names, Social Security Numbers, and contact information will not be shared with Class Counsel without the express consent of Defendant.
 - b. No later than three (3) business days after receipt of the Class Data and PAGA Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data and PAGA Data.
 - c. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class

Notice via first-class USPS mail. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks (if applicable) used to calculate these amounts.

- d. The Administrator will mail the PAGA Settlement Notice to the PAGA Members alongside their Individual PAGA Payment checks via first-class USPS mail. In other words, the PAGA Members will only receive notice of the settlement following Final Approval.
- e. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and remail the Class Notice to the most current address obtained.
- f. The deadlines for Class Members' written objections, and/or challenges to Workweeks, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the original Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is remailed. The Administrator will inform the Class Member of the extended deadline with the remailed Class Notice.
- g. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or email, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice or the deadline dates in the Class Notice, whichever is later.

5. Requests for Exclusion (Opt-Outs).

- a. Class Members who wish to exclude themselves (opt out of) the Released Class Claims must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Released Class Claims and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) a simple statement electing to be excluded from the Settlement of Released Class Claims. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- b. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.
 - c. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section E.2. and Section E.3. of this Agreement, regardless of whether the Participating Class Member receives the Class Notice or objects to the Settlement.
 - d. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Participating and Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Section E.3. of this Agreement and are eligible for an Individual PAGA Payment.
6. Challenges to Calculation of Workweeks.
- a. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed) to challenge the number of Workweeks (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and to Defense Counsel and Class Counsel along with the Administrator's determination of the challenges.

7. Objections to Settlement.

- a. Only Participating Class Members may object to the class action components of the Settlement and/or this Settlement Agreement, including contesting the fairness of the Settlement Agreement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments.
 - b. Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) explain why the Class Member is objecting; (iii) include any fact that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.
 - c. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed).
8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- a. Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use a website to post information of interest to Class and PAGA Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, PAGA Settlement Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class and PAGA Representative Service Payments, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class and PAGA Member calls, faxes, and emails.
 - b. Requests for Exclusion (Opt-Outs). The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
 - c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; (v) challenges to Workweeks received and/or resolved; and (vi) checks mailed for Individual Class Payments and Individual PAGA Payments

("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion.

- d. Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- e. Administrator's Declaration. No later than sixteen (16) court days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) re-mailing of Class Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion received (both valid or invalid); and (vi) total number of written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel are responsible for filing the Administrator's declaration(s) in Court.
- f. Final Report by Administrator. Within ten (10) calendar days after the Administrator disburses all funds, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel are responsible for filing the Administrator's declaration in Court.

H. ESCALATOR CLAUSE.

1. If it is determined that the number of Workweeks within the Class Period exceeds ten percent (10%) or more of 22,631 (*i.e.*, more than 24,894), then at Defendant's option, either the: (a) Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) Class Period shall end as of the date the Workweeks within the Class Period reach 24,894.
2. If it is determined that the number of PAGA Pay Periods within the PAGA Period exceeds ten percent (10%) or more of 8,200 (*i.e.*, more than 9,020), then at Defendant's option, either the: (a) Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of PAGA Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) PAGA Period shall end as of the date the PAGA Pay Periods within the PAGA Period reach 9,020.

I. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), Proposed Final Approval Order, and proposed Judgment. Plaintiffs will provide Defendant a copy of the Motion for Final Approval no less than five (5) calendar days before it is filed with the Court.

1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class or PAGA Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class and PAGA Representative Service Payments, and/or Administration Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this section. If the Court does not grant Final Approval of the Agreement, or if the Court's Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Action. Any disputes arising out of or relating to this Agreement will be submitted to the mediator for resolution. The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching such resolution, and the Parties will bear their own attorneys' fees and other costs incurred.
3. Continuing Jurisdiction of the Court. The Parties agree after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.
4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class and PAGA Members), this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis. An appellate decision to vacate, reverse, or modify the Court's award of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class and PAGA Representative Service Payments shall not constitute a material modification of the Judgment within the meaning of this section if the Gross Settlement Amount remains unchanged.

J. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

K. ADDITIONAL PROVISIONS.

1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant or any Released Party has any liability for any claims asserted. Moreover, nothing in this Agreement should be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree class certification and representative treatment is for purposes of this Agreement only. If, for any reason, the Court does not grant Preliminary Approval or Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. This Agreement and the Parties' willingness to settle will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).
2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to notify the other of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for

Preliminary Approval, with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This section does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

3. No Solicitation. The Parties separately agree that they and their counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent they are authorized by Plaintiffs and Defendant to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.
6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties will seek the assistance of the mediator and/or the Court for resolution.
7. No Prior Assignments. The Parties separately represent and warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
11. Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis the Party was the drafter or participated in the drafting.
13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class and PAGA Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class and PAGA Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of the data.
15. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Douglas Han
Shunt Tatavos-Gharajeh
Christopher Petersen
Justice Law Corporation
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
cpetersen@JusticeLawCorp.com

To Defendant: Karin M. Cogbill
Jimmy Macias
Jackson Lewis, P.C.
160 W. Santa Clara Street, Suite 400
San Jose, California 95110
(Tel) (408) 513-2262
Karin.Cogbill@jacksonlewis.com

18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
19. Stay of Litigation. The Parties agree upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 09/19/2024

Geno Valverde

By: 

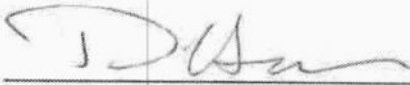
Dated: 09/19/2024

Bernie Ferris

By: Bernie L Ferris Jr.

Dated: 9/19/24

Justice Law Corporation [Approving as to Form Only]

By: 
Douglas Han, Esq.
Shunt Tatarvos-Gharajeh, Esq.
Christopher Petersen, Esq.
Attorneys for Plaintiffs

Dated: 09-29-2024

Rivulis Irrigation, Inc.

By: 
On behalf of Rivulis Irrigation, Inc.

Dated: October 4, 2024

Jackson Lewis P.C. [Approving as to Form Only]

By: _____
Karin Cogbill, Esq.
Attorneys for Defendant

EXHIBIT A

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 \$ [REDACTED] (less withholding).

The above estimates are based on Defendant's records showing you worked [REDACTED] Workweeks during the Class Period and. 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

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>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).</p>
<p>You Can Opt Out of the Class Settlement</p> <p>The Opt Out Deadline is </p>	<p>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.</p>
<p>Participating Class Members Can Object to the Class Settlement</p> <p>Written Objections Must be Submitted by </p>	<p>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.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on . 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.</p>

- 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 withholdings 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 [REDACTED]. 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 [REDACTED] 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 [REDACTED], 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 [REDACTED]. 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 [REDACTED] at [REDACTED] 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 [REDACTED] 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 [REDACTED]. 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-productal.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:

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Shunt Tatavos-Gharajeh
Christopher Petersen
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(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
cpetersen@JusticeLawCorp.com

Administrator:

[ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

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.

EXHIBIT B

NOTICE OF PAGA SETTLEMENT

Valverde v. Rivulis Irrigation, Inc.
Superior Court of California, County of Madera
Case No. MCV089185

Dear [PAGA Member's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of Madera, entitled *Valverde v. Rivulis Irrigation, Inc.*, Case Number MCV089185 ("Action"). The purpose of this letter is to provide you with basic information about the Action, the reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Action

On April 13, 2023, Plaintiff Geno Valverde ("Plaintiff Valverde"), a former employee of Defendant Rivulis Irrigation, Inc. ("Defendant"), commenced this Action by filing a complaint against Defendant pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")) in the Superior Court of California, County of Madera. Following a successful mediation on June 24, 2024, Plaintiff Valverde filed a First Amended Complaint that added Bernie Ferris ("Plaintiff Ferris"), a former employee of Jain Irrigation, Inc. as a named plaintiff and added several class action causes of action related to work performed at Jain Irrigation ("Operative Complaint").

In the Action, Plaintiffs claimed Defendant owed civil penalties under PAGA to Plaintiff and PAGA Members for alleged violations of the Labor Code. Defendant denies that it violated the Labor Code, denies the allegations in the Operative Complaint, and denies all liability under PAGA to Plaintiff, PAGA Members, and State of California.

The merits of the Action have not been determined. However, on [Approval Date], the Superior Court of California, County of Madera, approved a settlement of the Action that Defendant entered to avoid the costs and disruption of litigation.

II. Why This Settlement Check Is Being Sent to You

The settlement approved by the Superior Court of California, County of Madera, includes a payment of civil penalties in the sum of \$80,000. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement (\$60,000) goes to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) of the civil penalties paid under the settlement (\$20,000) will be distributed to all PAGA Members as their Individual PAGA Payments. The enclosed settlement check is being sent to you because you have been identified as a PAGA Member, on a pro rata basis.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the total number of pay periods you worked for Defendant as an hourly-paid or non-exempt employee within the State of California at any time during the period from February 7, 2022, through August 25, 2024 relative to all other PAGA Members.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing. If your settlement check is not cashed, deposited, or negotiated within this timeframe, it will be voided and paid to the *cy pres* recipient Katherine and George Alexander Community Law Center.

IV. Consequences of the Settlement

In exchange for receiving your Individual PAGA Payment, you and your former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns will release Defendant and Jain Irrigation, Inc. and each of their respective parents, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents, employees, and stockholders 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 time during the period from February 7, 2022, through August 25, 2024.

You cannot object to or opt out of this portion of the settlement, meaning you will be bound by the above-mentioned release and receive your Individual PAGA Payment.

V. Taxation of Your Individual Settlement Award

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check if your Individual PAGA Payment is \$600 or more. However, you are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed check, you should direct them your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Superior Court of California, County of Madera, about this letter, settlement, settlement check sent to you, or Action in general. If you have questions about this letter, settlement, settlement check sent to you, or Action in general, you may contact the Settlement Administrator CPT Group, Inc. at [INSERT CONTACT INFORMATION].

Dated: INSERT DATE