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**FILED**  
Superior Court of California,  
County of Madera  
**04/22/2025**  
Adrienne Calip / Clerk of Court  
By: Isabel Rodriguez, Deputy Clerk

*Attorneys for Plaintiffs*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MADERA**

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

Plaintiff,

v.

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

Defendants.

Case No.: MCV089185

Assigned for All Purposes to:  
Honorable Eric J. LiCalsi  
Department 44

**CLASS ACTION**

**~~PROPOSED~~ ORDER OF FINAL  
APPROVAL AND JUDGMENT**

Hearing Date: April 22, 2025  
Hearing Time: ~~9:00 a.m.~~ 8:30 AM  
Hearing Place: Department 44

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

1 The Court, having read the papers filed regarding Plaintiffs Geno Valverde and Bernie  
2 Ferris' ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and considering the  
3 papers submitted in support of the motion, including the Class Action and PAGA Settlement  
4 Agreement ("Settlement Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On October 19, 2024, Plaintiffs and Defendant Rivulis Irrigation, Inc. ("Defendant")  
6 entered the Settlement Agreement to settle this lawsuit.

7 On November 12, 2024, the Court entered an order preliminarily approving the  
8 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil  
9 Procedure section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members,  
10 providing the Class Members with an opportunity to object to the Settlement or exclude  
11 themselves from the Class, and scheduling a Final Approval Hearing.

12 On April 22, 2025, the Court held a Final Approval Hearing to determine whether to give  
13 final approval to the Settlement of this lawsuit.

14 1. Incorporation of Other Documents. This Order of Final Approval and  
15 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise  
16 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as  
17 set forth in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated and the Class  
19 has been given the opportunity to request exclusion, the Court has personal jurisdiction with  
20 respect to the claims of all Class Members. The Court has subject matter jurisdiction, including  
21 jurisdiction to approve the Settlement and grants final certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all  
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due  
24 process. The Court certifies the Class consisting of all former hourly-paid or non-exempt  
25 employees of Jain Irrigation, Inc. within the State of California at any time during the period  
26 from August 28, 2016, through June 29, 2023 ("Class," "Class Members," and "Class Period").  
27 There are one hundred twenty-eight (128) Class Members who did not submit valid and timely  
28 Requests for Exclusion from the Settlement ("Participating Class Members").

1           4.     Adequacy of Representation. Class Counsel fully and adequately  
2 represented the Class for the purposes of entering and implementing the Settlement and satisfied  
3 the requirements of Code of Civil Procedure section 382.

4           5.     Class Notice. The Court finds that the Court Approved Notice of Class  
5 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its  
6 distribution to the Class Members were implemented pursuant to the Settlement and Preliminary  
7 Approval Order. The Court finds that the Class Notice:

- 8           a.     Constitutes notice reasonably calculated to apprise the Class Members of:  
9                 (i) pendency of this lawsuit; (ii) material terms and provisions of the  
10                Settlement Agreement and their rights; (iii) their right to object to any  
11                aspect of the Settlement Agreement; (iv) their right to exclude themselves  
12                from the Settlement Agreement; (v) their right to receive settlement  
13                payments; (vi) their right to appear at the Final Approval Hearing; and  
14                (vii) binding effect of the orders and judgment in this lawsuit on all the  
15                Participating Class Members;  
16           b.     Constitutes notice that fully satisfied the requirements of Code of Civil  
17                Procedure section 382, Rule of Court 3.769, and due process;  
18           c.     Constitutes the best practicable notice to the Class Members under the  
19                circumstances of this lawsuit; and  
20           d.     Constitutes notice reasonable, adequate, and sufficient to the Class  
21                Members.

22           6.     Final Settlement Approval. The terms and provisions of the Settlement  
23 Agreement have been entered into in good faith and are the product of arm’s-length negotiations  
24 by experienced counsel who have carried out a meaningful investigation of the claims. The  
25 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,  
26 reasonable, adequate, and in the best interests of the Parties. The Parties are directed to  
27 implement the Settlement Agreement according to its terms and provisions.

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1           7.     Enforcement of Settlement. Nothing in this Order and Judgment shall  
2 preclude any action to enforce the terms and provisions of the Settlement Agreement.

3           8.     Binding Effect. The terms and provisions of the Settlement Agreement  
4 and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Private  
5 Attorneys General Act of 2004 (“PAGA”) Members, and their spouses, heirs, registered  
6 domestic partners, executors, administrators, successors, and assigns. In addition, those terms  
7 shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or  
8 other proceedings maintained by or on behalf of any such persons to the extent those claims,  
9 lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit  
10 and are encompassed by the Released Class Claims and Released PAGA Claims.

11          9.     Release by Participating Class Members. Effective on the date when  
12 Defendant fully funds the entire Gross Settlement Amount (minus Prior Settlement Payments)  
13 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class  
14 Payments, all Participating Class Members, on behalf of themselves and their former and present  
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the  
16 Released Parties from the Released Class Claims.

17           a.    Release by PAGA Member. Effective on the date when Defendant fully  
18 funds the entire Gross Settlement Amount (minus Prior Settlement  
19 Payments) and funds all employer payroll taxes owed on the Wage Portion  
20 of the Individual Class Payments, all Participating and Non-Participating  
21 Class Members, who are PAGA Members, are deemed to release, on  
22 behalf of themselves and their former and present representatives, agents,  
23 attorneys, heirs, administrators, successors, and assigns, the Released  
24 Parties from the Released PAGA Claims.

25           b.    Plaintiffs’ Release. Effective on the date when Defendant fully funds the  
26 entire Gross Settlement Amount (minus Prior Settlement Payments) and  
27 funds all employer payroll taxes owed on the Wage Portion of the  
28 Individual Class Payments, Plaintiffs and their former and present

spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Plaintiffs' Release. Furthermore, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

- c. Released Parties. The Released Parties include Defendant and Jain Irrigation, Inc. and each of their respective parents, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents, employees, and stockholders.

10. Class Representative Service Payments. The Court finds the Class Representative Service Payments of \$10,000, to be paid by Defendant to each Plaintiff out of the Gross Settlement Amount (totaling \$20,000), to be reasonable and appropriate. The Class Representative Service Payments are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

- a. The rationale for making enhancement payments is class representatives should be compensated for the expense and risk they incurred in conferring a benefit on the Class. Criteria courts consider include: (i) risk to the class representatives in commencing suit; (ii) notoriety and personal difficulties; (iii) amount of time and effort spent by the class representatives; (iv) duration of the litigation; and (v) personal benefit (or lack thereof) enjoyed by class representatives.

- b. The Court reviewed Plaintiffs' declarations outlining their involvement. Given the risks inherent in the services as the class representative, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Service Payments of \$10,000 to each Plaintiff.

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11. Class Counsel Fees Payment and Class Counsel Litigation Expenses

Payment. The Court finds the Class Counsel Fees Payment of \$350,000, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Additionally, the Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$46,931.46, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs or Class Members in connection with or related in any manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and Released PAGA Claims.

- a. The Court has an independent right and responsibility to review the Class Counsel Fees Payment and only award so much as it determines reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$350,000 is thirty-five percent (35%) of the common fund created for the benefit of the Class and is supported by use of the percentage-fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds that the Class Counsel Fees Payment is consistent with the marketplace, is reasonable, and is approved.

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b. The Court reviewed the Declaration of Douglas Han regarding the costs expended in prosecuting this case. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$50,000 in litigation costs. The Court finds that Class Counsel expended \$46,931.46 in litigation costs and that such costs were reasonable. Thus, the Court approves the payment of the Class Counsel Litigation Expenses Payment of \$46,931.46 from the common fund for the reimbursement of Class Counsel's litigation costs.

12. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$8,250, to be paid by Defendant to the Administrator out of the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the Declaration of Jennifer Forst from CPT Group, Inc., the Court-approved Administrator. The Court finds that notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. Thus, the Court approves the payment of the Administration Expenses Payment of \$8,250 for the Administrator's services in administering the Settlement.

13. PAGA Penalties. The Court finds the PAGA Penalties of \$80,000, seventy-five percent (75%) of which (\$60,000) will be paid to the California Labor and Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$20,000) shall be distributed to the PAGA Members, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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1           14.     Funding the Gross Settlement Amount. Defendant shall fund the Gross  
2 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual  
3 Class Payments by transmitting the funds to the Administrator no later than twenty-eight (28)  
4 calendar days after the Administrator gives a final accounting of all employer payroll taxes due.  
5 Said accounting shall be provided no more than five (5) business days after the Effective Date.  
6 Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and  
7 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the  
8 Administrator will mail checks to the appropriate persons and entities.

9           15.     Fairness of the Settlement. As noted in the Preliminary Approval Order,  
10 the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend  
11 the Settlement was the product of arm's-length negotiations following extensive litigation,  
12 discovery, and exchange of documentation. The negotiations were facilitated with the aid of  
13 experienced and well-respected mediators.

14                 a. The fairness of the Settlement is demonstrated by there being no  
15 objections to and no requests for exclusion from the Settlement.

16                 b. The fairness of the Settlement is further illustrated by the gross *average*  
17 Individual Class Payment being approximately \$3,449.10, and the gross  
18 *highest* Individual Class Payment being about \$7,823.22.

19           16.     Uncashed Checks. The Class Members must cash or deposit their  
20 settlement checks within one hundred eighty (180) calendar days after the checks are mailed to  
21 them. Uncashed settlement checks will be canceled and transmitted to the *cy pres* recipient the  
22 Katherine and George Alexander Community Law Center.

23           17.     Modification of Agreement. The Participating Class Members are  
24 authorized to agree to and adopt amendments to or modifications of the Agreement by an express  
25 written instrument signed by all Parties or their representatives and approved by the Court. Such  
26 amendments or modifications shall be consistent with this Order and Judgment and cannot limit  
27 the rights of the Participating Class Members under the Agreement.

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1           18.     Final Accounting and Compliance. The Court sets a compliance hearing  
2 on January 9, 2026 in Department 45. At least five (5) court days before this hearing, a  
3 compliance status report shall be filed. Pursuant to Code of Civil Procedure section 384, the  
4 compliance status report shall specify the total amount paid to the Class Members and residual of  
5 the unclaimed settlement funds that will be paid to the entity identified as the recipient of such  
6 funds in the Settlement Agreement.

7           19.     Retention of Jurisdiction. The Court has jurisdiction to enter this Order  
8 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,  
9 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,  
10 and for any other necessary purpose, including, without limitation:

- 11               a. Enforcing the terms and provisions of the Settlement Agreement and  
12               resolving any disputes, claims, or causes of action in this lawsuit that, in  
13               whole or in part, are related to or arise out of the Settlement Agreement or  
14               this Order and Judgment;
- 15               b. Entering such additional orders as may be necessary or appropriate to  
16               protect or effectuate this Order and Judgment approving the Settlement  
17               Agreement, and permanently enjoining Plaintiffs from initiating or  
18               pursuing related proceedings, or to ensure the fair and orderly  
19               administration of the Settlement Agreement; and
- 20               c. Entering any other necessary or appropriate orders to protect and  
21               effectuate this Court's retention of continuing jurisdiction.

22           The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,  
23 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is  
24 GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE  
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT  
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND  
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS  
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE  
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 IT IS SO ORDERED.

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9 DATED: 04/22/2025



HONORABLE ERIC J. LICALSI  
SUPERIOR COURT JUDGE