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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

RYAN IVIE, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

EWING IRRIGATION PRODUCTS, INC.,
a Nevada corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: RG20074231

*Assigned for All Purposes to: Hon. Stephen
Kaus, Dept. 19*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

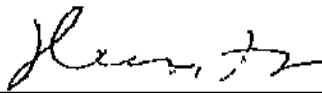
Complaint Filed: September 14, 2020
Trial Date: Not set

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

2 PLEASE TAKE NOTICE that on June 7, 2022, the Honorable Stephen Kaus, in
3 Department 19 in the above-entitled Court, located at 1221 Oak Street, Oakland California 94612,
4 executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is a true and
5 correct copy of the Final Order and Judgment which was executed and filed on June 7, 2022.

6
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8 Dated: June 9, 2022

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 Luke Clapp
14 *Attorneys for Plaintiff*
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EXHIBIT A

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Attorneys for Plaintiff

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

RYAN IVIE, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

EWING IRRIGATION PRODUCTS, INC., a
Nevada corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. RG20074231

*Assigned for all purposes to: Honorable
Stephen Kaus, Department 19*

SK
**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: May 25, 2022
Hearing Time: 3:00 p.m.
Dept.: 19

Reservation ID: 711745729052

Complaint Filed: September 14, 2020
Trial: None Set

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1. Final judgment is hereby entered in conformity with the Settlement and this Court's Preliminary Approval Order. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. Plaintiff Ryan Ivie is confirmed as the Class Representative, and Heather Davis and Amir Nayebedadash of Protection Law Group, LLP are hereby confirmed as Class Counsel.

4. Notice was provided to Class Members as set forth in the Settlement Agreement, and approved by the Court and the notice process has been completed in conformity with the Court's Orders. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Class Members of their rights, and fully satisfied the requirements of

1 California Code of Civil Procedure §1781(e), California Rule of Court 3.769, and due process.

2 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
3 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
4 that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards
5 and applicable requirements for final approval of this class action settlement under California
6 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule
7 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior*
8 *Court*, 4 Cal.3d 800, 821 (1971).

9 6. The Court hereby approves the settlement set forth in the Settlement Agreement
10 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
11 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
12 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
13 Court further finds that the Parties have conducted extensive investigation and research, and
14 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
15 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
16 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
17 the benefits that are being granted as part of the Settlement and recognizes the significant value
18 to the Class Members.

19 7. Upon the funding of the Gross Settlement Amount and all applicable employer-
20 side payroll taxes by Defendant, Participating Class Members shall release and discharge
21 Defendant Ewing Irrigation Products, Inc. as named by Plaintiff in the operative complaint, and
22 its current and former officers, directors, employees, and agents, and the successors and assigns,
23 of all such entities and individuals (collectively the “Released Parties”) from any and all claims,
24 causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands,
25 obligations, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or
26 whatever kind of nature, arising from the claims pled in the Action and any claims based on facts
27 alleged in the operative complaint, including, all claims for unpaid overtime, meal period
28 violations, rest break violations, unpaid minimum wage, failure to pay all wages during and at

1 termination of employment, failure to provide accurate wage statements, failure to maintain
2 accurate records, failure to reimburse necessary business expenses, and unlawful business
3 practices under the California Labor Code and/or the California Business and Professions Code,
4 including all claims for restitution or equitable relief, liquidated damages, penalties of any nature
5 whatsoever, attorneys' fees and costs, asserted or that might have been asserted by any Class
6 Member against the Released Parties based on the facts or claims alleged in the Action during the
7 Class Period. The "Released Class Claims" include claims meeting the above definition(s) under
8 any and all applicable statutes, including without limitation California Labor Code §§ 201, 202,
9 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
10 2800, and 2802; the California Unfair Competition Act, and in particular, California Business and
11 Professions Code §§ 17200 et seq. that arose between September 14, 2016, and October 14, 2021
12 (the "Class Period")

13 8. Additionally, upon the funding the Gross Settlement Amount and all applicable
14 employer-side payroll taxes by Defendant, the LWDA and the State of California, through
15 Plaintiff as its agent and/or proxy shall release the Released Parties from all claims under PAGA,
16 for civil penalties based on the facts alleged in this Action or which could have been alleged based
17 on those facts, including civil penalties under PAGA for violations of the provisions of the
18 applicable IWC Wage Orders and the Labor Code (the "Released PAGA Claims") that arose
19 between September 14, 2019, and October 14, 2021 (the "PAGA Period.").

20 9. The Court finds that there have been no requests for exclusion to the Settlement.
21 The deadline to request to be excluded from the Settlement was April 8, 2022.

22 10. The Court finds that there have been no objections to the Settlement. The deadline
23 to submit a written objection to the Settlement was April 8, 2022.

24 11. Pursuant to the terms of the Settlement, the Court orders that within fourteen (14)
25 days of Final Approval of the Settlement Defendant deposit the Gross Settlement Amount of
26 \$2,000,000.00 into a Qualified Settlement Fund to be established by ILYM Group, Inc.
27 ("Settlement Administrator"), as provided for in the Settlement Agreement.

28 12. Pursuant to the terms of the Settlement Agreement within seven (7) days of the

complete funding of the Settlement the Court orders the Settlement Administrator to issue the payments set forth in this Order and Judgment including: (a) individual settlement payments to the Participating Class Members and PAGA Members; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class Representatives Incentive Payment; (d) Class Counsel's Fees and Costs; and (e) the costs of settlement administration.

13. The Court finds that the Class Representative Incentive Payment, as provided for in the Settlement, is fair, reasonable, and adequate, and approves and orders the payment of \$10,000.00 to Plaintiff Ryan Ivie in accordance with the terms of the Settlement.

14. The Court finds that attorneys' fees in the amount of \$600,000.00 and actual litigation costs of \$12,597.01 for Class Counsel are fair and reasonable and orders that the Settlement Administrator distribute these payments to Class Counsel in accordance with the terms of the Settlement. Ten percent (10%) of the awarded attorneys fees shall be held by the settlement administrator until the completion of the distribution process and Court approval of the final accounting.

15. The Court orders that the Settlement Administrator be paid \$13,000.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

16. The Court hereby approves and orders payment in the amount of \$150,000.00 (75% of \$200,000.00 allocated towards PAGA Penalties) from the Gross Settlement Amount to the California Labor and Workforce Development Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The remaining \$50,000.00 (25% of 200,000.00) shall be distributed to PAGA Members on a pro rata basis as set forth in the Agreement.

17. The Court hereby approves and orders payment of individual settlement payments from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth in the Agreement.

18. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar days after being issued shall be void. All uncashed settlement checks shall be transferred to the

1 Bay Area Legal Aid in accordance with California Code of Civil Procedure §384.

2 19. Provided the Settlement becomes effective under the terms of the Agreement, the
3 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
4 payments, attorneys' fees and costs, and Enhancement Payment is as set forth in the Agreement.

5 20. Neither the Settlement nor any of the terms set forth in the Settlement is an
6 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
7 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
8 Released Parties. Neither this Final Order, the Settlement, nor any document referred to herein,
9 nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an
10 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
11 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
12 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
13 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
14 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
15 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
16 the provisions of this Final Order, the Agreement, the Released Claims, or any related agreement
17 or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action,
18 or submit in any other proceeding, the Final Order, the Agreement, and any other papers and
19 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
20 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
21 the Released Claims.

22 21. Without affecting the finality of this Judgment, the Court shall retain continuing
23 jurisdiction over this action and the parties, including all Class Members, and over all matters
24 pertaining to the implementation and enforcement of the terms of the Settlement pursuant to
25 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
26 as provided to the contrary herein, any disputes or controversies arising with or with respect to
27 the interpretation, enforcement, or implementation of the Settlement shall be presented to the
28 Court for resolution.

22. The Court sets a compliance hearing regarding the distribution of the settlement for January 25, 2023. Class Counsel are ordered to submit a summary of how the funds have been distributed to the class members and the status of any unresolved issues no later than five (5) court days in advance of such hearing. If the distribution is completed, the Court will at that time release the 10% attorneys fees held back by the Settlement Administrator.

23. Pursuant to California Labor Code §2699(l)(3), a copy of this order shall be submitted to the LWDA within 10 days after entry of this Final Order and Judgment.

IT IS SO ORDERED.

Dated: 06/07/2022

By: 
JUDGE OF THE SUPERIOR COURT
Stephen Kaus / Judge