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ENDORSED
FILED
SUPERIOR COURT
OCT 20 2026
JL
COLUSA COUNTY
FILED

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF COLUSA

LIONEL LUNA, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

ALSCO - GEYER IRRIGATION, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. CV24749

Assigned to the Hon. Jeffrey A. Thompson

~~[PROPOSED]~~ ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT

Date: October 20, 2026
Time: 9:00 a.m.
Place: Department 1

Complaint Filed: June 4, 2024
Trial Date: None Set

ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement ("Motion"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motion and supporting declarations, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefor, it is hereby **ORDERED AS FOLLOWS:**

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation

conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and reasonable.

7. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided by the settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement provides Class Members with fair and adequate relief.

9. The Settlement Agreement is not an admission by Defendant or by any other Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability whatsoever by or against Defendant or any of the other Released Parties.

10. Final approval shall be with respect to: all persons who worked for Defendant as non-exempt employees in the State of California at any time during the Class Period.

11. Plaintiff Lionel Luna is an adequate and suitable representative and is hereby appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and

commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and that his interests are aligned with those of the Settlement Class.

12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of $5,000 for his service on behalf of the Settlement Class, and a $10,000 General Release Payment for agreeing to a general release of all claims arising out of his employment with Defendant.

13. The Court finds that the attorneys at Capstone Law APC and the Law Offices of Mark Yablonovich have the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and the Law Offices of Mark Yablonovich as counsel for the Settlement Class.

14. The settlement of civil penalties under PAGA in the amount of $50,000 is hereby approved. Sixty-Five Percent (65%), or $32,500, shall be paid to the California Labor and Workforce Development Agency. The remaining Thirty-Five Percent (35%), or $17,500, will be paid to PAGA Members.

15. The Court hereby awards $282,500 in attorneys' fees and $16,499.69 in costs and expenses to Capstone Law APC and the Law Offices of Mark Yablonovich. The Court finds that the requested award of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates are reasonable, and the multiplier is warranted under the circumstances.

16. The Court approves settlement administration costs and expenses in the amount of $7,950 to Phoenix Settlement Administrators.

17. All Class Members were given a full and fair opportunity to participate in the Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order and Judgment shall be forever binding on all Participating Class Members. Upon the Funding Date,

these Participating Class Members shall release and forever discharge the Released Parties for any and all Released Class Claims during the Class Period:

> All claims, rights, demands, liabilities, and causes of action that were alleged or reasonably could have been alleged based on the same facts stated in the operative Complaint, including claims for violation of: (1) Cal. Lab. Code §§ 510 and 1198 (unpaid overtime); (2) Cal. Lab. Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) Cal. Lab. Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) Cal. Lab. Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) Cal. Lab. Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (6) Cal. Lab. Code § 227.3 (failure to pay vested vacation time upon termination); (7) Cal. Lab. Code §§ 201 and 202 (wages not timely paid upon termination); (8) Cal. Lab. Code § 204 (failure to timely pay wages during employment); (9) Cal. Bus. & Prof. Code §§ 17200, *et seq.* (unlawful business practices); and (10) Cal. Bus. & Prof. Code §§ 17200, *et seq.* (unfair business practices).

18. Additionally, upon the Funding Date, all PAGA Members and the LWDA shall release and forever discharge the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for civil penalties under California Labor Code sections 2698, *et seq.*, that were alleged or could reasonably have been alleged based on the same facts alleged in Plaintiff's LWDA Notice during the PAGA Period.

19. Judgment in this matter is entered in accordance with the above findings. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under California Code of Civil Procedure section 664.6, including all Participating Class Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 10/20/24

Colusa County Superior Court Judge