PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by, between, and among Plaintiff Hector Martinez ("Plaintiff") and Defendant Rain Bird Corporation ("Defendant" or "Rain Bird"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or any of them, as may be appropriate.

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. "Action" means the matter entitled as Hector Alejandro Martinez v. Rain Bird Corporation, Los Angeles Superior Court Case No. 24PSCV03867, (the "Complaint"), and Plaintiff's August 27, 2024 notice to the LWDA asserting claims for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), and any amendments thereto (the "PAGA Notice"), collectively.

2. "Aggrieved Employees" consist of all current and former non-exempt hourly employees who worked at least one pay period for Rain Bird in California at any time during the PAGA Period from August 27, 2023 through July 16, 2025. The number of Aggrieved Employees, including Plaintiff, is estimated to be 126 individuals.

3. "Complaint" means the Complaint entitled Hector Alejandro Martinez v. Rain Bird Corporation, Los Angeles County Superior Court Case No. 24PSCV03867.

4. "Court" means the Superior Court of the State of California for the County of Los Angeles.

5. "Defendant" mean Defendant Rain Bird Corporation ("Rain Bird").

6. "Defense Counsel" means James A. Bowles of Hill, Farrer & Burrill LLP.

7. "Effective Date" means the latter of: (a) the Court's approval of the Settlement; or (b) the final resolution of any appeal that has been filed.

8. "Gross Settlement Amount" is the non-reversionary sum of one hundred and sixty six thousand and seven hundred and ten dollars and zero cents ($166,710.00), which represents the total amount payable under this Settlement Agreement by Defendant, including, without limitation, Individual PAGA Payments (as defined below) to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff's attorneys' fees and costs, an enhancement payment to Plaintiff, and payment to the Settlement Administrator for administration costs.

9. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

10. “Judgment” means the judgment entered by the Court based upon the approval of the Settlement.

11. “LWDA” means the California Labor and Workforce Development Agency.

12. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) settlement administration costs not to exceed $4,450; (b) Plaintiff’s attorneys’ fees of up to 40 %of the settlement currently estimate at of $66,684.00; (c) reimbursement of actual attorneys’ litigation costs and expenses not to exceed $20,000; and (d) an enhancement payment in the amount of $10,000 to the Plaintiff..

13. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

14. “PAGA Notice” means Plaintiff’s letter dated August 27, 2024 to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

15. “PAGA Period” means the time period from August 27, 2023 through July 16, 2025.

16. “Parties” means Plaintiff and Defendant, collectively.

17. “Plaintiff” means Hector Alejandro Martinez, the named Plaintiff in the Action.

18. “Plaintiff’s Counsel” means Christopher Adams, Levon S. Yepremian, and Vache A. Thomassian of KJT Law Group, LLP.

19. “Released Claims” means that, upon Court approval of the Settlement and entering of judgment thereon, Plaintiff on behalf of himself, and the State of California and Aggrieved Employees will fully and finally release and discharge Defendant and the Released Parties from any and all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties that were alleged or reasonably could have been alleged under the operative complaint in the Action, based on the factual allegations pleaded in the Action and the PAGA Notice arising during the PAGA Period, including, without limitation, purported violations of California Labor Code sections 119, 201, 202, 203, 204, 210, 211, 226, 226.7, 510, 511, 512, 558, 1182.12, 1193.6, 1194, 1197, 1197.1, 1198, 2698, 2800, and 2802 including, inter alia, Industrial Welfare Commission Wage Orders, and California Business and Professions Code section 17200 *et seq.*, and the following claims: (1) minimum wages; (2) unpaid overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay waiting time penalties; (6) failure to allow inspection of personnel records; (7) failure to pay reporting time pay; (8) failure to reimburse for business expenses; (9) unfair business practices; and (10) civil penalties under the PAGA, and any related claims for attorneys’ fees, costs, or interest resulting therefrom.

20. “Released Parties” means Defendant Rain Bird Corporation and its former, present, and future owners, parents, subsidiaries, affiliates, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, attorneys, accountants, insurers, or legal representatives.

21. "Settlement Administrator" means a mutually agreeable, neutral settlement administrator that the Parties agree to appoint to administer the Settlement for all purposes, subject to approval by the Court.

II. RECITALS

This Settlement Agreement is made with reference to the following facts:

1. Plaintiff is a former employee of Defendant, who was employed by Rain Bird from May 4, 2020 through May 28, 2025.

2. Plaintiff's Counsel submitted the PAGA Notice dated August 27, 2024 on behalf of Plaintiff to the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for alleged violations of California Labor Code sections 119, 201, 202, 203, 204, 210, 211, 226, 226.7, 510, 511, 512, 558, 1182.12, 1193.6, 1194, 1197, 1197.1, 1198, 2698, 2800, and 2802 *et seq.*, Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200 *et seq*.

3. On November 12, 2024, Plaintiff filed a Complaint against Defendant, entitled Hector Alejandro Martinez v. Rain Bird Corporation, Los Angeles County Superior Court Case No. 24PSCV03867.

4. Defendant provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees for Plaintiff's Counsel to investigate Plaintiff's allegations and analyze the claims prior to mediation.

6. On July 16, 2025, the Parties participated in mediation of the Action with mediator Chris Barnes. With the assistance of the mediator, the Parties agreed to fully and finally resolve the Action in its entirety.

7. The Parties, Plaintiff's Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, other than as set forth herein.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Gross Settlement Amount**. The Parties agree to settle the Action for the non-reversionary amount of one hundred and sixty six thousand and seven hundred and ten dollars and zero cents ($166,710.00). Defendant Rain Bird Corporation shall deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) days after the Effective Date.

2. **Escalator Clause.** Defendant Rain Bird represents that there are approximately 5,557 pay periods worked by Aggrieved Employees in California ("Affected Pay Periods") from August 27, 2023 through July 16, 2025. If the actual number of Affected Pay Periods from June 20, 2023 through July 16, 2025 is more than 10% greater than this number (i.e., if there are more

than 6,113 Affected Pay Periods from August 27, 2023 through July 16, 2025), Defendant Rain Bird will increase the GSA in proportion to the increase in Affected Pay Periods over 5,557 (e.g., if the number of Affected Pay Periods from August 27, 2023 through July 16, 2025 is 12% greater than 5,557, Defendant Rain Bird will increase the GSA by 2%).

3. **Net Settlement Amount**. The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. Administration Costs. Defendant will not oppose a request for the Settlement Administrator's costs, in an amount not to exceed $4,450, for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendant Rain Bird, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

b. Plaintiff's Attorneys' Fees and Costs. Defendant will not oppose Plaintiff's request for attorneys' fees of up to 40% of the settlement currently estimated $66,684, and costs and expenses not to exceed $20,000, and a service award payment in the amount of $10,000 to Plaintiff, incurred in prosecuting the Action. In the event the Court approves payments of less than these amounts, the difference will be added to the Net Settlement Amount. Defendant Rain Bird, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel. Except as specifically provided herein, Defendant shall not be liable for costs or attorneys' fees regarding the PAGA released claims.

c. Service Award to Plaintiff. As noted above, Plaintiff will be paid a service award payment of $10,000, or such amount as is approved by the Court, for acting as the Plaintiff in this action, attending the mediation, and other conduct prosecuting this action. In consideration of the service award, Plaintiff, in addition to the PAGA Released Claims, agrees to release Rain Bird and Released Parties of Plaintiff's individual California Labor Code claims and all claims, whether known or unknown, suspected or unsuspected, which Plaintiff has or may have against Rain Bird and the Released Parties under local, state or federal law arising out of or based on Plaintiff's employment with Rain Bird ("Plaintiff's Released Claims"). Plaintiff understands and this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the Civil Code of the State of California ("Section 1542"), which provides:

"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."

Plaintiff waives all rights under Section 1542 or any other law or statute of similar effect in any jurisdiction with respect to the Released Claims. Plaintiff acknowledges that he understands the significance and specifically assumes the risk regarding the consequences of such release and such specific waiver of Section 1542. Plaintiff acknowledges and agrees that this Agreement releases all claims existing or arising prior to Effective Date of this Agreement that Plaintiff has or may have against Employer and/or Employer Releasees, whether such claims are known or unknown and suspected or unsuspected by Plaintiff, and Plaintiff forever waives all inquiries and investigations into any and all such claims.

4. **Allocation of Net Settlement Amount**. The Net Settlement Amount shall be paid (i) 65% to the LWDA and (ii) 35% to the Aggrieved Employees, pursuant to Labor Code § 2699(m), divided amongst Aggrieved Employees based on each Aggrieved Employee's respective number of pay periods worked for Defendant in California during the PAGA Period. The payments to Aggrieved Employees are entirely civil penalties.

The Parties further agree that, should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to renegotiate in good faith to obtain approval of the Settlement.

5. **PAGA Released Claims**. Upon the Effective Date and payment of all funds under this Settlement, Aggrieved Employees (including Plaintiff) and the State of California (including the LWDA) will be forever barred from pursuing any and all PAGA Released Claims defined in Section 1.19 herein. This release of claims expressly excludes any non-PAGA claims held individually by Aggrieved Employees.

6. **Covenants and Representations by Plaintiff**.

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

7. **Confidentiality**. To the extent permitted by law, all agreements made, including the agreement that information and documents produced in informal discovery for mediation shall remain confidential to the extent they are not required to be disclosed to the Court for Court approval of the Settlement, and orders entered during the Action and in this Settlement Agreement relating to the confidentiality of information shall survive the execution of this Settlement Agreement. The Parties further agree that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

8. **Obligation of Plaintiff's Counsel to Submit Settlement to the LWDA**. To permit judicial review and approval of the PAGA Payment, as required by Labor Code section 2698, *et seq*., Plaintiff's Counsel will file this Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the Parties seeking court approval of the Settlement Agreement, per Labor Code section 2698(l).

9. **<u>Filing of Joint Stipulation of Settlement by Plaintiff's Counsel</u>**. Plaintiff's Counsel shall be responsible for preparing a Joint Stipulation for Court Approval of PAGA Settlement, or if the Court requires, a Motion for Approval of the Settlement ("Motion"). Plaintiff's Counsel will file the Motion as soon as practicable. Plaintiff's Counsel will serve the Motion on Defendants' Counsel and submit it to the LWDA. Pursuant to California Labor Code sections 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the Settlement.

The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the Settlement and terminate the Action with prejudice pursuant to the Settlement Agreement (i.e., to terminate the Action by way of judgment or dismissal).

10. **<u>Termination of Settlement Agreement</u>**. If the Court does not approve the Settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the Settlement Agreement, in which case the Settlement Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement. However, if the Court declines to approve the Settlement Agreement as drafted, the Parties agree to attempt in good faith to amend the Settlement Agreement to resolve the Court's concerns with the Settlement Agreement, before either Party terminates the Settlement Agreement.

11. **<u>Judgment</u>**. As part of the Stipulation or motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement Agreement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement Agreement following approval of the Settlement. After approval is received, a Judgment will be entered whereby Plaintiff, the State of California and its LWDA, and each of the Aggrieved Employees shall take nothing from Defendant except as otherwise expressly set forth in the Settlement Agreement and approval Order. The approval Order and Judgment shall bar Plaintiff, all Aggrieved Employees, and the State of California and its LWDA from filing or continuing to prosecute any civil action asserting any of the Released Claims against Defendant and all the Released Parties. The Judgment shall also bar any other person or allegedly aggrieved employee acting on behalf of the State of California and its LWDA from seeking or recovering any civil penalty provided by Labor Code section 2699(a) or (f), from Defendant or any of the Released Parties based on any act or omission alleged in the Action or in the PAGA Notice, for any violation of the Labor Code occurring through the end of the PAGA Period.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Parties agree to use a neutral, mutually agreeable settlement administrator to handle the administration of this settlement for all purposes, subject to Court approval.

2. **Provision of Information for Aggrieved Employees**. Within thirty (30) calendar days after the Effective Date, Defendant Rain Bird shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant Rain Bird will in good faith compile from its payroll records a list of Aggrieved Employees and shall include each Aggrieved Employee's full name, last known mailing address, total Affected Pay Periods worked during the PAGA Period, and Social Security numbers to the extent available from Rain Bird's records. The Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

3. **Payment of the Gross Settlement Amount**. Payment of the Gross Settlement Amount shall be made to the Settlement Administrator within thirty (30) days of Court approval of the Settlement Agreement.

4. **Notification of the LWDA**. Plaintiff agrees that counsel for Plaintiff will notify the LWDA of the Settlement at the same time the Settlement is submitted to the Court for approval, seek approval of the Settlement, and perform any and all statutory tasks as required by law.

5. **Explanatory Letter and Individual PAGA Payments**. Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within fourteen (14) calendar days after the Gross Settlement Amount has been fully funded, and after receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of an explanatory letter in the form attached as "Exhibit A," in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.4, *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter, in the form of Exhibit A hereto. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken.

6. **Undeliverable Notices**. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee. It will be conclusively presumed that, if an envelope so mailed has not been returned within 30 days of the mailing, the Aggrieved Employee received the explanatory letter and Individual PAGA Payment.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed for more than 180 days after issuance (collectively, "Uncashed Checks"), will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund, in the name of the Aggrieved Employee.

7. **Distribution of Payments**. Within fourteen (14) calendar days of the Gross Settlement Amount being fully funded, the Settlement Administrator shall issue payments to: (1) Aggrieved Employees; (2) the LWDA; (3) the Settlement Administrator for Court-approved administration costs incurred in connection with the Settlement; (4) Plaintiff's Counsel for Plaintiff's Counsel's Court-approved attorneys' fees and costs; and (5) Plaintiff for his enhancement payment.

8. **Accounting**. Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement.

9. **Tax Consequences**. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

10. **No Further Obligation**. The payment of Individual PAGA Payments shall not oblige Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **No Admission of Liability**. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit, or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Defendant does not admit to liability or to the suitability of this case for representative litigation other than for purposes of settlement. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not, and may not be cited or admitted as, evidence of liability. If the Court does not grant approval of this settlement, then the Parties revert to their previous positions and Defendant will contend that a representative action is not appropriate.

2. **Drafting**. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

3. **Successors**. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

4. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Settlement Agreement, the Action, and Plaintiff's claims, except as otherwise set forth specifically herein.

5. **Governing Law**. This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Los Angeles.

6. **Complete Agreement**. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the claims in the Action.

7. **Nullification of Settlement Agreement**. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed.

8. **Judgment and Continued Jurisdiction**. Pursuant to California Code of Civil Procedure Section 664.6, after approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

9. **Amendment or Modification**. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

10. **Authorization to Enter into Settlement Agreement**. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The

Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, any such disputes shall be presented to the mediator, Chris Barnes, to resolve such disagreement.

11. **Execution and Counterparts**. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

12. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

13. **Invalidity of Any Provision**. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

14. **Severability**. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

15. **Waiver**. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

16. **Enforcement Action**. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

17. **Mutual Preparation**. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-

length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

18. **Representation by Counsel**. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

19. **Cooperation and Execution of Necessary Documents**. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

20. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this Settlement and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts, and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Date: 07 / 23 / 2025, 2025

Héctor Alejandro Martinez
____
Hector Alejandro Martinez

Rain Bird Corporation

Date: ______________________, 2025

By_________________________
Name: ______________________
Title: ______________________

Approved as to form.

KJT Law Group LLP

Date: July 21, 2025

____
Christopher Adams
Levon S. Yepremian
Vache A. Thomassian
Attorneys for Plaintiff Hector Alejandro Martinez

HILL, FARRER & BURRILL LLP

Date: ______________________, 2025 ___________________________________

James A. Bowles
Shelby Y. Meskin
Attorneys for Defendant Rain Bird Corporation

Exhibit A

<<Mailing Date>>

[(INSERT NAME OF SETTLEMENT ADMINISTRATOR) LETTERHEAD]

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from Hector Alejandro Martinez v. Rain Bird Corporation, Los Angeles County Superior Court Case No. 24PSCV03867

Dear <<First Name>><<Last Name>>:

Enclosed you will find a check made payable to you. This is your payment from the court-approved settlement of the lawsuit entitled Hector Alejandro Martinez v. Rain Bird Corporation, Los Angeles County Superior Court Case No. 24PSCV03867 (the "Action"). The court approved the settlement on ___________, 2025.

___________________________ is the third-party administrator who has been appointed by the court to administer the settlement.

The Action was filed against Rain Bird Corporation ("Defendant") pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* ("PAGA"). The claims were brought on behalf of the State of California and all current and former non-exempt hourly employees who worked at least one pay period for Defendant Rain Bird Corporation in California at any time during the PAGA Period (August 27, 2023 through the pay period that ended on July 16, 2025). You have been identified as one of the employees on whose behalf the case was brought because you were employed as a non-exempt employee by Rain Bird Corporation during the PAGA Period.

The Plaintiff in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant denies doing anything wrong and denies owing any penalties. The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties are divided between the State and the aggrieved employees. The amount allocated to employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the employee worked for Defendant during the PAGA Period. The enclosed check represents your portion of the penalties allocated to the employees.

If you have questions, please contact ________________[settlement administrator] at ________________________[phone number].

Do not call or write to the Court or Office of the Clerk to ask questions about the settlement.