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Attorneys for Plaintiffs
OMAR DE LOS SANTOS and LUIS FIGUEROA

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF MERCED

OMAR DE LOS SANTOS, an individual; and
LUIS FIGUEROA, an individual,

Plaintiffs,

vs

3K FARMING COMPANY, INC., a California
Corporation; KAHLON FARMING
MANAGEMENT COMPANY, a California
Corporation; KAHLON FAMILY FARMING,
LLC, a California Limited Liability Company;
GOLDEN NUT HARVESTING, LLC, a
California Limited Liability Company;
MANRAJ KAHLON, an individual;
UDHAYRAJ KAHLON, an individual; and
DOES 1-20, inclusive,

Defendant.

Case No. 21CV-03770

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
JUDGMENT**

Date: September 30, 2026

Time: 8:15 a.m.

Dept.: 8

Judge: Hon. Stephanie L. Jamieson

Plaintiffs Omar De Los Santos and Luis Figueroa's Motion for Final Approval of Class
Action and PAGA Settlement came on for hearing on September 30, 2026, at 8:15 a.m. in
Department 8 of the Merced County Superior Court, the Honorable Stephanie L. Jamieson
presiding.

1 The Court, having considered Plaintiffs' Motion for Final Approval of Class Action and
2 PAGA Settlement, the supporting declarations and exhibits, the Joint Stipulation of Class Action
3 and PAGA Settlement ("Settlement Agreement"), the notice and administration evidence submitted
4 by Rust Consulting, Inc., the pleadings and records on file, and any argument presented, and good
5 cause appearing, hereby ORDERS, ADJUDGES, AND DECREES as follows:

6 **1. Incorporation of Settlement Agreement**

7 The Court incorporates by reference the Settlement Agreement and all definitions set forth in the
8 Settlement Agreement. All capitalized terms used in this Order and Judgment have the meanings
9 assigned to them in the Settlement Agreement unless otherwise stated.
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11 **2. Jurisdiction**

12 The Court has jurisdiction over the subject matter of this action, Plaintiffs, Defendants, the
13 Settlement Class, and the PAGA claims resolved by the Settlement Agreement. The Court also has
14 jurisdiction to enter this Order and Judgment.

15 **3. Class Certification Status**

16 The Court previously certified a class in this action by order entered September 11, 2024.
17 The class was certified for litigation purposes before settlement. For purposes of this final approval
18 order and judgment, the Settlement Class is the class certified by the Court and defined in the
19 Settlement Agreement.

20 **4. Final Approval of Settlement**

21 The Court grants final approval of the Settlement Agreement. The Court finds that the
22 Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class
23 in light of, among other factors, the strength of Plaintiffs' claims, the risks, expense, complexity,
24 and likely duration of further litigation, the risks associated with disputed integrated-enterprise,
25 joint-employer, and individual-liability issues, the proof issues presented by missing or incomplete
26 records and extrapolation, the risks of maintaining litigation through trial and appeal, the amount
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1 offered in settlement, the extent of discovery and investigation completed, the stage of the
2 proceedings, the experience and views of counsel, and the reaction of the Settlement Class.
3 The Court further finds that the Settlement Agreement was reached after informed, arm's-length
4 negotiations, including two full-day mediations and post-mediation negotiations, and that the
5 Settlement Agreement is not the product of fraud, collusion, or overreaching.

6 **5. Gross Settlement Amount and Non-Reversionary Settlement**

7 The Settlement Agreement establishes a Gross Settlement Amount of \$300,000. The
8 settlement is non-reversionary. No portion of the Gross Settlement Amount shall revert to
9 Defendants. Any funds not cashed or otherwise distributed shall be handled as provided in the
10 Settlement Agreement, including payment to the California State Controller in the names of
11 Settlement Class Members as provided in the Settlement Agreement.
12

13 **6. Notice and Due Process**

14 The Court finds that the notice process satisfied the Court's preliminary approval order, the
15 Settlement Agreement, California Rules of Court rule 3.769, and due process.

16 Rust Consulting, Inc. was appointed as Settlement Administrator. Rust received class data
17 for 178 potential Class Members, processed addresses through the National Change of Address
18 database, and mailed Class Notices in English and Spanish by First Class mail to all 178 Class
19 Members on April 22, 2026. Rust performed address traces for notices returned as undeliverable,
20 obtained updated addresses where available, and re-mailed notices as appropriate.

21 The Court finds that the Class Notice fairly and adequately informed Settlement Class
22 Members of the nature of the action, the material settlement terms, the binding effect of the
23 settlement, their rights to object or request exclusion, the procedure and deadline for objections,
24 disputes, and requests for exclusion, and the date, time, and place of the final approval hearing. The
25 Court finds that the notice program constituted the best notice practicable under the circumstances
26 and satisfied due process.
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1 **7. Class Response**

2 The Court finds that the Settlement Class response supports final approval. Rust received
3 zero objections and zero disputes regarding workweek or employment information. Rust received
4 one request for exclusion, but that Class Member later requested to rescind the exclusion, Plaintiffs’
5 counsel agreed, Defendants’ counsel did not object, and the exclusion was rescinded. The final
6 number of exclusions is zero. Accordingly, all Settlement Class Members are bound by the
7 Settlement Agreement and this Order and Judgment.
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9 **8. Approval of PAGA Settlement**

10 The Court approves the PAGA settlement. The Settlement Agreement allocates \$30,000 to
11 resolve PAGA claims. Of that amount, \$22,500 shall be paid to the California Labor and
12 Workforce Development Agency (“LWDA”), and \$7,500 shall be distributed to PAGA Group
13 Members as provided in the Settlement Agreement.

14 The Court finds that the PAGA allocation is fair, reasonable, and adequate in view of
15 PAGA’s purposes, the estimated maximum PAGA exposure, the litigation risks, the disputed
16 liability issues, proof issues, collectability concerns, potential delay, and the Court’s discretion to
17 reduce PAGA penalties. The Court further finds that the pre-2024 PAGA allocation applies because
18 the action and PAGA notice predate June 19, 2024.

19 Plaintiffs submitted the final approval papers and proposed judgment to the LWDA on
20 August 27, 2026. Plaintiffs shall submit this Order and Judgment and any order providing for or
21 denying civil penalties to the LWDA within 10 days after entry.

22 **9. Attorneys’ Fees**

23 The Court approves attorneys’ fees to Class Counsel in the amount of \$105,000, equal to
24 35% of the \$300,000 Gross Settlement Amount.

25 The Court finds that the requested fee is fair and reasonable under the percentage-of-the-
26 fund method and is further supported by the lodestar cross-check. Class Counsel reported 370
27 attorney hours and 105 paralegal/staff hours through preliminary approval. The preliminary
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1 approval attorney lodestar was \$180,375, based on 185 hours for Martin Zurada at \$600 per hour
2 and 185 hours for other attorneys at a blended rate of \$375 per hour.

3 Since preliminary approval, Class Counsel performed and will perform additional final
4 approval and settlement administration work estimated at approximately 15 attorney hours, adding
5 approximately \$9,000 to the lodestar and bringing the updated attorney lodestar to approximately
6 \$189,375, excluding paralegal/staff time. The \$105,000 fee is substantially below the updated
7 lodestar.

8 The Court finds the requested fee reasonable in light of the work performed, the contingent
9 risk undertaken, the duration of the litigation, the results obtained, and the fact that the settlement
10 provides automatic payments without a claims process.

11 **10. Litigation Costs**

12 The Court approves reimbursement of litigation costs to Class Counsel in the amount of
13 \$24,720.26. The Court finds that these costs were reasonably and necessarily incurred in
14 prosecuting the action and do not exceed the \$25,000 litigation cost cap in the Settlement
15 Agreement. The \$279.74 difference between the \$25,000 cap and the actual requested litigation
16 costs shall remain in the settlement fund and augment the Net Settlement Fund for class member
17 payments.

18 **11. Service Awards**

19 The Court approves service awards of \$9,000 each to Plaintiffs Omar De Los Santos and
20 Luis Figueroa.

21 The Court finds that these service awards are fair and reasonable in light of Plaintiffs'
22 participation in the case, including their assistance to counsel, participation in investigation and
23 discovery, support of class certification through declarations, participation in two full-day
24 mediations, willingness to testify and proceed to trial if necessary, and the practical and
25 reputational risks they undertook by serving as named Plaintiffs on behalf of agricultural workers.
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1 The service awards shall be paid in addition to any Individual Settlement Payment and any
2 Individual PAGA Payment to which Plaintiffs are entitled under the Settlement Agreement.\

3 **12. Settlement Administration Costs**

4 The Court approves payment of \$10,000 from the Gross Settlement Amount toward Rust
5 Consulting, Inc.'s settlement administration costs. Rust estimates total settlement administration
6 costs of \$11,275, including incurred fees and future costs for completion of administration. Class
7 Counsel shall pay the \$1,275 amount above the \$10,000 cap, and that excess shall not reduce the
8 Net Settlement Fund or any Class Member's recovery.
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10 **13. Net Settlement Fund and Distribution**

11 After deduction of the Court-approved attorneys' fees, litigation costs, service awards,
12 settlement administration costs payable from the settlement fund, LWDA payment, and PAGA
13 Group Member allocation, the effective Net Settlement Fund for class member payments is
14 \$112,279.74.

15 The Settlement Administrator shall distribute the Net Settlement Fund automatically and
16 without a claims process on a pro rata basis according to workweeks worked during the Class
17 Period, as provided in the Settlement Agreement.

18 **14. Binding Effect and Releases**

19 Upon the Effective Date, Plaintiffs and all Settlement Class Members shall be bound by the
20 Settlement Agreement, this Order and Judgment, and the releases set forth in the Settlement
21 Agreement. The Released Class Claims and Released PAGA Claims are released as provided in the
22 Settlement Agreement.

23 Because the final number of exclusions is zero, all Settlement Class Members are bound by
24 the Settlement Agreement, the release of Released Class Claims, and this Order and Judgment.
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1 **15. Implementation of Settlement**

2 The parties and the Settlement Administrator are directed to implement the Settlement
3 Agreement according to its terms and this Order and Judgment. The Settlement Administrator shall
4 make all payments and distributions required by the Settlement Agreement and this Order and
5 Judgment.

6 **16. No Admission of Liability**

7 Neither the Settlement Agreement, this Order and Judgment, nor any act performed or
8 document executed in furtherance of the Settlement Agreement shall be construed as an admission
9 by Defendants of liability, wrongdoing, or violation of law. Defendants deny liability and deny
10 Plaintiffs' allegations.

11 **17. Judgment**

12 Judgment is hereby entered in accordance with this Order and the Settlement Agreement.
13 This Order constitutes a final judgment for purposes of California Rules of Court rule 3.769 and
14 applicable law.
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16 **18. Retention of Jurisdiction**

17 Without affecting the finality of this Order and Judgment, the Court retains continuing
18 jurisdiction over Plaintiffs, Defendants, the Settlement Class, PAGA Group Members, Class
19 Counsel, and the Settlement Administrator for purposes of implementing, administering,
20 interpreting, enforcing, and effectuating the Settlement Agreement, this Order, and this Judgment.

21 **19. Final Approval Hearing Completed**

22 The Court finds that the final approval hearing required by California Rules of Court rule
23 3.769 has been held, that the Court has conducted the required inquiry into the fairness of the
24 Settlement Agreement, and that entry of this Order and Judgment is appropriate.
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IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated:

HON. STEPHANIE L. JAMIESON
JUDGE OF THE SUPERIOR COURT