

D.LAW, INC.

Emil Davtyan (SBN 299363)

emil@d.law

Natalie Haritounian (SBN 324318)

n.haritounian@d.law

Enoch J. Kim (SBN 261146)

e.kim@d.law

Matthew J. Carraher (SBN 346860)

m.carraher@d.law

Antonia McKee (SBN 344511)

a.bliznets@d.law

450 N Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian (SBN 226337)

david@yeremianlaw.com

450 N Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiff OLEGARIO HERNANDEZ
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF STANISLAUS

OLEGARIO HERNANDEZ, an individual on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

GROWER DIRECT NUT COMPANY, INC. a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV-23-003518

Assigned for All Purposes To:
Hon. John R. Mayne

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT AGREEMENT;
FINAL JUDGMENT**

Hearing Information:

Date: April 7, 2026

Time: 8:30 a.m.

Dept.: 21

On April 7, 2026, at 8:30 a.m. in Department 21 of the above-entitled Court, Plaintiff Olegario Hernandez (“Plaintiff”) unopposed Motion for Approval of the parties’ PAGA Settlement Agreement and Amendment of PAGA Settlement Agreement (collectively, “Settlement Agreement”) came before the Court for hearing pursuant to the Private Attorney’s General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiff appeared via her counsel (“PAGA Counsel”) and counsel also appeared for Defendant Grower Direct Nut Company, Inc. (“Defendant”) (Plaintiff and Defendant collectively referred to as the “Parties”). Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself, the State of California, and all Aggrieved Employees on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as “a person employed by Defendant and classified as a non-exempt employee who worked for Defendant in California during the PAGA Period,” which is the time period from June 26, 2022, to October 17, 2024.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$163,500.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm’s-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

4. The Court hereby finds that Plaintiff’s notice of the proposed Settlement submitted

1 to the Labor and Workforce Development Agency (“LWDA”) fully and adequately complied with
2 the notice requirements of California Labor Code § 2699.

3 5. Upon the Effective Date, Plaintiff, the State of California, and the Aggrieved
4 Employees shall be bound by the following release set forth in the Settlement Agreement.

5 Release by Aggrieved Employees:

6 All Aggrieved Employees are deemed to release, on behalf of themselves and their
7 respective former and present spouses, children, representatives, agents, attorneys, heirs,
8 administrators, trustees, successors and assigns, the Released Parties from all claims for PAGA
9 penalties that were alleged, reasonably could have been alleged, and/or that arise from, are
10 attributable to and/or related to the facts and/or allegations asserted in the Operative Complaint
11 and/or the Labor Code violations alleged in the PAGA Notice, including, but not limited to, any
12 and all claims involving (a) any failure to pay minimum wages and failure to pay at the appropriate
13 rate; (b) failure to pay overtimes wages and failure to pay at the appropriate rate; (c) failure to
14 provide meal periods (including failure to pay meal period premiums and failure to pay at the
15 appropriate rate); (d) failure to provide rest periods (including failure to pay rest period premiums
16 and failure to pay at the appropriate rate); (e) failure to provide accurate itemized wage statements
17 (based on both direct and derivative theories of liability); (f) failure to pay wages during
18 employment and/or upon separation; (g) failure to reimburse business expenses incurred; and (h)
19 failure to provide paid sick leave or pay paid sick leave at the appropriate legal rate.

20 “Released Parties” means Defendant and all of its past present and future subsidiaries, dbas,
21 parents, divisions, related entities, joint venturers, and any other entities that could be considered
22 to have jointly employed the PAGA Aggrieved Employees, as well as each of their respective
23 owners, co-employers, joint employers, agents, officers, directors, stockholders, shareholders,
24 investors, members, principals, subsidiaries, affiliates, partners, predecessors, successors, assigns,
25 insurers, reinsurers, employees, attorneys, agents, heirs, estates, executors, spouses, associates,
26 representatives, administrators, fiduciaries, trustees, accountants, auditors, company-sponsors
27 employee benefit plans of any nature, and all other legal entities affiliated with the foregoing.

28 6. Nothing in the Settlement Agreement is intended or should be construed as an

admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.

7. Pursuant to the terms of the Settlement, the Court approves David Yeremian of Yeremian & Associates, Inc. and Emil Davtyan, Natalie Haritoonian, Enoch J. Kim, Matthew J. Carraher, and Antonia McKee of D.Law, Inc. as PAGA Counsel for settlement purposes.

8. Pursuant to the terms of the Settlement, the Court awards A PAGA Counsel Fees Payment to PAGA Counsel in the total amount of **\$54,500.00**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

9. Pursuant to the terms of the Settlement, the Court awards PAGA Counsel Litigation Expenses Payment to PAGA Counsel in the amount of **\$15,286.95**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

13. The Court appoints Apex Class Action Administrators ("Apex") to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **\$6,271.67** as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **\$87,441.38** shall be allocated as follows: 75% (**\$65,581.04**) will be paid to the LWDA and the remaining 25% (**\$21,860.34**) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual Settlement Payments.

15. Defendant will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

1 17. The Court hereby enters judgment of the entire Action, with prejudice, for the
2 reasons set forth above and upon the terms set forth in the Settlement Agreement.

3 18. This Judgment is intended to be a final disposition of the above-captioned action in
4 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
5 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

6 **IT IS SO ORDERED.**

7
8 DATED: _____ 2026

Hon. John R. Mayne
Judge of the Superior Court