

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff MANUEL DIAZ NUNEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

MANUEL DIAZ NUNEZ, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

TITAN AG SERVICES, INC., a California
Corporation; ROYAL FARMS, INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. VCU296822

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: July 16, 2024

Time: 8:30 a.m.

Judge: Hon. Bret D. Hillman

Dept.: 2

1 This matter having come before the Honorable Bret D. Hillman of the Superior Court of the State
2 of California, in and for the County of Tulare, at 8:30 a.m. on July 16, 2024, with Jean-Claude
3 Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law Group, APLC,
4 and Tatiana Hernandez of the Law Office of Tatiana Hernandez, P.C. as counsel for plaintiff MANUEL
5 DIAZ NUNEZ (“Plaintiff”), Gerardo Hernandez, Esq. and Samuel Munson, Esq. of Littler Mendelson,
6 PC appearing for Defendant Titan AG Services, Inc., and Christina C. Tillman, Esq. of McCormick,
7 Barstow, Sheppard, Wayte & Carruth LLP appearing for Defendant Royal Farms, Inc., (hereinafter
8 “Defendants”). The Court, having carefully considered the briefs, argument of counsel and all the
9 matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Stipulation of Settlement of Class Action and
13 PAGA Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct
14 copy of which is attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the
15 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
16 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

17 2. This Order incorporates by reference the definitions in the Agreement, and all terms
18 defined therein shall have the same meaning in this Order as set forth in the Agreement.

19 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
20 Defendant shall pay is One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00).
21 It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate,
22 and reasonable as to all Class Members when balanced against the probable outcome of further
23 litigation relating to certification, liability, and damages issues. It further appears that investigation and
24 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
25 respective positions. It further appears to the Court that settlement at this time will avoid substantial
26 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further
27 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
28 intensive, serious, and non-collusive arms-length negotiations.

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiff seeks a Class Counsel Award in the amount of up-to one-third of the Gross
8 Settlement Amount for attorneys' fees, currently estimated at Four Hundred Thousand Dollars and Zero
9 Cents (\$400,000.00) and litigation costs incurred not to exceed Twenty Five Thousand Dollars and
10 Zero Cents (\$25,000.00), and proposed Class Representative Service Award to the Class
11 Representative, Manuel Diaz Nunez, in an amount not to exceed Ten Thousand Dollars and Zero Cents
12 (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court will not
13 approve the Class Counsel Award or Class Representative Service Award until the Final Approval
14 Hearing.

15 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
16 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
17 proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

19 "all non-exempt employees who are or previously were employed by
20 Defendant Titan AG Services, Inc., staffed to work at Defendant Royal
21 Farms, Inc.'s farms and performed work in California during the Class
22 Period [March 21, 2019 through September 11, 2022]."

23 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
24 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
25 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
26 common questions of law and fact predominate, and there is a well-defined community of interest
27 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
28 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will

1 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
2 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
3 to act as counsel for the Class Representative in his individual capacity and as the representative of the
4 Class Members.

5 8. The Court provisionally appoints plaintiff Manuel Diaz Nunez as the representative of
6 the Class.

7 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
8 A.P.C., Shani Zakay, of the Zakay Law Group, APLC, and Tatiana Hernandez of the Law Office of
9 Tatiana Hernandez, P.C., as Class Counsel for the Class Members.

10 10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action
11 Settlement (“Class Notice”) attached to the Agreement as Exhibit “A”. The Court finds that both
12 notices appear to fully and accurately inform the Class Members of all material elements of the
13 proposed Settlement, including the right of any Class Member to be excluded from the Class by
14 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object
15 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
16 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
17 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
18 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
19 set forth in the Agreement.

20 11. The Court hereby appoints Apex Class Action, LLC as Administrator. Within ten (10)
21 business days of the later of preliminary approval or court approval of Settlement notice to the class,
22 Defendants shall provide to the Administrator the Class Data, including information regarding Class
23 Members that Defendants will in good faith compile from its records, including the Class Member’s
24 full name, last-known mailing address, Social Security number, start dates and end dates of
25 employment. Within fourteen (14) calendar days after receiving the Class Data from Defendants, the
26 Administrator shall mail the Class Notice to all identified, potential Class Members via first class U.S.
27 Mail using the most current mailing address information available.

28 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the

1 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
2 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
3 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
4 be postmarked or received by the Response Deadline which is sixty (60) calendar days after the date
5 the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than
6 fifteen (15) calendar days from the date of re-mailing of the Notices. Any such person who chooses to
7 opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
8 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
9 comment thereon. Class Members who have not requested exclusion shall be bound by all
10 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
11 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
12 individuals is not permitted and will be deemed invalid.

13 13. Any Class Member who has not opted out may appear at the final approval hearing and
14 may object or express the Class Member's views regarding the Settlement and may present evidence
15 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
16 by the Court as provided in the Notice. Class Members will have sixty (60) calendar days from the date
17 the Administrator mails the Class Notice to postmark their written objections to the Administrator.

18 14. A final approval hearing shall be held before this Court on _____ at
19 _____ AM in Department 7 of the Tulare County Superior Court to determine all necessary matters
20 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
21 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
22 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
23 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
24 to the Class; and to finally approve the Class Counsel Award and Class Representative Service Award,
25 and the Settlement Administration Costs. All papers in support of the motion for final approval and the
26 motion for Class Counsel Award and Class Representative Service Award shall be filed with the Court
27 and served on all counsel no later than sixteen (16) court days before the hearing.

28 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder

1 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
2 evidence of, or used against Defendants as an admission or indication in any way, including with
3 respect to any claim of any liability, wrongdoing, fault, or omission by Defendants or with respect to
4 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
5 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
6 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
7 in evidence as received as or deemed to be evidence for any purpose adverse to the Defendants,
8 including, but not limited to, evidence of a presumption, concession, indication or admission by
9 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

10 16. In the event the Settlement does not become effective in accordance with the terms of the
11 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
12 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
13 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
14 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
15 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
16 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

17 17. Pending final determination of whether the Settlement should be approved, Class
18 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,
19 intervening in, instigating or in any way participating in the commencement or prosecution of any
20 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
21 any claims that are, or relate in any way to, the Release Class Claims, unless and until they submit a
22 timely request for exclusion pursuant to the Agreement.

23 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
24 and all dates provided for in the Agreement without further notice to Class Members and retains
25 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

26
27 Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

MANUEL DIAZ NUNEZ, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

TITAN AG SERVICES, INC., a California
corporation; ROYAL FARMS, INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendant.

Case No. VCU296822

[Action Filed 03/21/2023]

**STIPULATION OF SETTLEMENT OF
CLASS ACTION AND PAGA CLAIMS
AND RELEASE OF CLAIMS**

Judge: Honorable Bret Hillman
Dept.: 7

1 This Stipulation of Settlement of Class Action and PAGA Claims and Release of Claims is
2 entered into by and between Plaintiff Manuel Diaz Nunez (hereinafter collectively "Plaintiff"),
3 individually and on behalf of the Settlement Class, and in his representative capacity on behalf of the
4 State of California and the Aggrieved Employees, and Defendants Titan AG Services, Inc., a
5 California corporation and Royal Farms, Inc., a California corporation (jointly hereinafter
6 "Defendants").

7 **I. DEFINITIONS**

- 8 A. "Action" shall mean *Nunez v. Titan AG Services, Inc., et al.*, Tulare Superior Court,
9 Case No. VCU296822 (hereinafter "the Action").
- 10 B. "Aggrieved Employees" shall mean all non-exempt employees who are or previously
11 were employed by Defendant Titan AG Services, Inc., staffed to work at Defendant
12 Royal Farms, Inc.'s farms and performed work in California during the PAGA Period.
- 13 C. "Aggrieved Employee Payment" shall mean the Aggrieved Employees' pro-rata share
14 of the PAGA Payment or the twenty-five (25%) of the PAGA Payment (\$15,000.00)
15 that will be distributed to the Aggrieved Employees as described in this Agreement.
- 16 D. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
17 Class Action and PAGA Claims and Release of Claims.
- 18 E. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
19 Shani Zakay of Zakay Law Group, APLC, and Tatiana Hernandez of Law Office of
20 Tatiana Hernandez, P.C.
- 21 F. "Class Counsel Award" means the award of fees and expenses that the Court
22 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
23 and the Class in the Action, consisting of attorneys' fees of up to and not to exceed
24 one-third of the Gross Settlement Amount currently estimated to be \$400,000.00 out
25 of \$1,200,000.00, plus costs and expenses of up to \$25,000.00 and supported by
26
27
28

1 declaration as to the reasonableness of attorney's fees and costs, and subject to the
2 Court's approval at the Final Approval hearing. Class Counsel's award for
3 attorneys' fees will be allocated between Class Counsel as follows: Fifty percent
4 (37.5%) to the JCL Law Firm, APC; fifty percent (37.5%) to the Zakay Law Group,
5 APLC; and 25% to Law Office of Tatiana Hernandez, P.C.
6

7 G. "Class Data" means information regarding Class Members that Defendants will in
8 good faith compile from its records and provide to the Settlement Administrator. It
9 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
10 Member's full name; last known address; Social Security Number; start dates and end
11 dates of employment.
12

13 H. "Class Members" or the "Class" means all non-exempt employees who are or
14 previously were employed by Defendant Titan AG Services, Inc., staffed to work at
15 Defendant Royal Farms, Inc.'s farms and performed work in California during the
16 Class Period.

17 I. "Class Period" means the period from March 21, 2019, through September 11, 2022.

18 J. "Class Representative Service Award" means the amount of up to and not to exceed
19 Ten Thousand Dollars and Zero Cents (\$10,000.00) that the Court authorizes to be
20 paid to the Class Representative, in addition to his Individual Class Payment and his
21 Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with
22 the prosecution of the Action.
23

24 K. "Class Representative" shall mean Plaintiff Manuel Diaz Nunez.

25 L. "Court" means the Superior Court for the State of California, County of Tulare
26 currently presiding over the Action.

27 M. "Defendants" shall mean Titan AG Services, Inc., a California corporation and Royal
28 Farms, Inc., a California corporation.

- 1 N. "Effective Date" means the date of entry by the Court of an order and judgment finally
2 approving this Settlement.
- 3 O. "Funding Date #1" shall mean sixty (60) days after the Effective Date and is the date
4 Defendants transfers \$1,000,000.00 of the Gross Settlement Amount into the QSF in
5 accord with the terms of this Agreement.
- 6 P. "Funding Date #2" shall mean (6) months after Funding Date #1 and is the date
7 Defendants transfer the remaining \$200,000.00 of the Gross Settlement Amount into
8 the QSF in accordance with the terms of this Agreement.
- 9 Q. "Gross Settlement Amount" means One Million, Two Hundred Thousand Dollars and
10 Zero Cents (\$1,200,000.00) that Defendants must pay into the QSF in connection with
11 this Settlement, inclusive of the sum of the Individual Class Payments, the Class
12 Representative Service Award, the Class Counsel Award, PAGA Payment. The Gross
13 Settlement Amount shall be all-in with no reversion to Defendants. The employer's
14 share of payroll taxes shall not be paid from the Gross Settlement Amount and shall
15 remain the sole responsibility of Defendant Titan AG Services, Inc. The Gross
16 Settlement Amount does not include the payment for Plaintiff's Individual Settlement
17 Payment which shall be paid separately and in addition to the Gross Settlement
18 Amount.
- 19 R. "Individual Class Payment" means the amount payable from the Net Settlement
20 Amount to each Settlement Class Member and excludes any amounts distributed to
21 Aggrieved Employees pursuant to PAGA.
- 22 S. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment
23 (\$45,000.00) that shall be paid to the California Labor and Workforce Development
24 Agency ("LWDA").
- 25
26
27
28

- 1 T. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel
2 Award, Class Representative Service Award, PAGA Payment, and Settlement
3 Administration Costs.
- 4 U. “Notice Packet” means the Class Notice to be provided to the Class Members by the
5 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
6 than formatting changes to facilitate printing by the Settlement Administrator).
- 7 V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
8 Labor Code § 2698 *et seq.*
- 9 W. “PAGA Payment Ratio” means the respective pay periods during the PAGA Period
10 for each Aggrieved Employee divided by the sum total of the pay periods for all
11 Aggrieved Employees during the PAGA Period.
- 12 X. “PAGA Period” means the period of March 21, 2022, through September 11, 2022.
- 13 Y. “PAGA Payment” shall mean Sixty Thousand Dollars and Zero Cents (\$60,000.00)
14 to be allocated from the Gross Settlement Amount.
- 15 Z. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
16 Plaintiff or Defendants, individually.
- 17 AA. “Payment Ratio” means the respective Workweeks for each Class Member divided
18 by the sum total Workweeks for all Class Members.
- 19 BB. “Plaintiff” shall mean Manuel Diaz Nunez.
- 20 CC. “QSF” means the Qualified Settlement Fund established, designated and maintained
21 by the Settlement Administrator to fund the Gross Settlement Amount.
- 22 DD. “Released Class Claims” means all class claims alleged, or reasonably could have
23 been alleged based on the facts alleged, in the operative complaint in the Action which
24 occurred during the Class Period, and expressly excluding all other claims, including
25 claims for vested benefits, wrongful termination, unemployment insurance, disability,
26
27
28

- 1 social security, workers' compensation, and class claims outside of the Class Period.
- 2 EE. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint
- 3 in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the
- 4 PAGA Period, and expressly excluding all other claims, including claims for vested
- 5 benefits, wrongful termination, unemployment insurance, disability, social security,
- 6 workers' compensation, and PAGA claims outside of the PAGA Period.
- 7
- 8 FF. "Released Parties" shall mean Defendants.
- 9
- 10 GG. "Response Deadline" means the date sixty (60) days after the Settlement
- 11 Administrator mails Notice Packets to Class Members and the last date on which
- 12 Class Members may submit requests for exclusion or objections to the Settlement.
- 13
- 14 HH. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 15
- 16 II. "Settlement Administrator" means Apex Class Action LLC, 18 Technology Drive,
- 17 Suite 164 Irvine, CA 92618; Tel: 1-800-355-0700. The Settlement Administrator
- 18 establishes, designates and maintains, as a QSF under Internal Revenue Code section
- 19 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross
- 20 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
- 21 Class Members. The Settlement Administrator shall maintain the funds until
- 22 distribution in an account(s) segregated from the assets of Defendants and any person
- 23 related to Defendants. *All accrued interest shall be paid and distributed to the*
- 24 *Settlement Class Members as part of their respective Individual Class Payment.*
- 25
- 26 JJ. "Settlement Administration Costs" shall mean the amount paid to the Settlement
- 27 Administrator from the Gross Settlement for administering the Settlement pursuant
- 28 to this Agreement currently estimated not to exceed Fifty-Three Thousand Dollars
- and Zero Cents (\$53,000.00), subject to Court approval.

1 KK. "Settlement Class Members" or "Settlement Class" means all Class Members who
2 have not submitted a timely and valid request for exclusion as provided in this
3 Agreement.

4 LL. "Workweek" or "Workweeks" shall mean any seven (7) consecutive days beginning
5 on Sunday and ending on Saturday, in which a Class Member was employed by
6 Defendants during the Class Period in California. The Settlement Administrator will
7 calculate the Workweeks based on the Class Data and will be presumed to be correct
8 unless a particular Class Member proves otherwise to the Settlement Administrator
9 by credible written evidence. All Workweek disputes will be resolved and decided by
10 the Settlement Administrator, and the Settlement Administrator's decision on all
11 Workweek disputes will be final and non-appealable.

12 MM. "PAGA Pay Periods" shall mean the number of pay periods of employment during
13 the PAGA Period that each Aggrieved Employee worked in California.

14
15
16 **II. RECITALS**

17 A. On March 21, 2023, Plaintiff filed a Notice of Violations with the Labor and
18 Workforce Development Agency (LWDA) and served the same on Defendants.

19 B. On May 19, 2021, Plaintiff filed the Action, alleging claims for:

20 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;

21 2. Failure to pay minimum wages in violation of California Labor Code sections
22 1194, 1197 and 1197.1;

23 3. Failure to pay overtime wages in violation of California Labor Code sections
24 510, *et seq*;

25 4. Failure to provide required meal periods in violation of California Labor Code
26 sections 226.7 and 512 and the applicable IWC wage order;
27
28

1 5. Failure to provide required rest periods in violation of California Labor Code
2 sections 226.7 and 512 and the applicable IWC wage order;

3 6. Failure to provide wages when due in violation of California Labor Code
4 sections 201, 202 and 203;

5 7. Failure to provide accurate itemized wage statements in violation of California
6 Labor Code section 226;

7 8. Failure to reimburse Plaintiff for required expenses in violation of California
8 Labor Code section 2802;

9
10 C. On June 6, 2023, Plaintiff filed a First Amended Complaint (the “Operative
11 Complaint”) to add an additional cause of action for violations of the private attorneys
12 general act in violation of Labor Code sections 2698 et seq.

13
14 D. The Class Representative believes that he has meritorious claims based on alleged
15 violations of the California Labor Code, and the Industrial Wage Commission Orders,
16 and that class certification is appropriate because the prerequisites for class
17 certification can be satisfied in the Action, and this action is manageable as a PAGA
18 representative action.

19 E. Defendants deny any liability or wrongdoing of any kind associated with the claims
20 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
21 Representative are owed, and further contend that, for any purpose other than
22 settlement, the Action is not appropriate for class or representative action treatment.
23 Defendants contend, among other things, that at all times they complied with the
24 California Labor Code and the Industrial Wage Commission Orders.

25
26 F. Class Counsel represent the Class Representative. Class Counsel conducted a
27 thorough investigation into the facts relevant to the Action, including conducting an
28 independent investigation as to the allegations, reviewing documents and information

1 exchanged through informal discovery, and reviewing documents and information
2 provided by Defendants pursuant to informal requests for information to prepare for
3 mediation. Defendants produced for the purpose of settlement negotiations certain
4 employment data concerning the Settlement Class, which Class Counsel reviewed
5 and analyzed. Class Counsel engaged in a comprehensive review and analysis of
6 Defendants' discovery responses, including obtaining the contact information of the
7 class members and conducting numerous interviews of the class members. Based on
8 their own independent investigation and evaluation, Class Counsel are of the opinion
9 that the Settlement with Defendants is fair, reasonable and adequate, and is in the best
10 interest of the Settlement Class in light of all known facts and circumstances,
11 including the risks of significant delay, defenses asserted by Defendants, uncertainties
12 regarding class certification, and numerous potential appellate issues. Although it
13 denies any liability, Defendants agree to this Settlement solely to avoid the
14 inconveniences and cost of further litigation. The Parties and their counsel have
15 agreed to settle the claims on the terms set forth in this Agreement.

16
17
18 G. On December 13, 2023, the Parties participated in mediation presided over by Lisa
19 Klerman, a mediator of wage and hour class and PAGA actions. The mediation
20 concluded with a settlement after both sides agreed to a Mediator's proposal which
21 was subsequently memorialized in the form of a Memorandum of Understanding
22 ("MOU").

23
24 H. This Agreement replaces and supersedes the MOU and any other agreements,
25 understandings, or representations between the Parties. This Agreement represents a
26 compromise and settlement of highly disputed claims. Nothing in this Agreement is
27 intended or will be construed as an admission by Defendants that the claims in the
28 Action of Plaintiff or the Class Members have merit or that Defendants bear any

liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

I. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action.

J. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Actions, and in exchange for the releases set forth below, Defendants and the Released Parties will pay the sum of the Individual Class Payments, the Class Representative Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes, or as otherwise specified in the Agreement, Defendants shall

1 not be required to pay more or less than the Gross Settlement Amount, except
2 as provided for herein below.

3 2. Class Size. At the time of mediation, Defendants estimated that the Settlement
4 Class was comprised of 9,784 individuals who collectively worked
5 approximately 60,191 Workweeks (“Projected Workweeks”) during the Class
6 Period. Defendant Titan AG will provide a declaration under penalty of
7 perjury confirming the number of applicable Settlement Class Members and
8 workweeks they worked during the applicable Class Period one week prior to
9 Plaintiff’s deadline to file his motion for preliminary approval of the
10 settlement. Should the number of workweeks increase by more than what was
11 represented at the mediation during the Class Period, the Gross Settlement
12 Amount will increase proportionally for the number of workweeks over 100%
13 of 60,191. For example, if the total workweeks in the Class Period are 110%
14 of 60,191, the Gross Settlement Amount shall increase by 10%. Alternatively,
15 if the actual number of workweeks is greater than 60,191, Defendants may
16 adjust the end dates of the Class Period and PAGA Period so as to have an
17 earlier end date in order to limit the amount of covered workweeks to 60,191.
18 Defendant Titan AG will provide a declaration under penalty of perjury
19 confirming the number of applicable Settlement Class Members and
20 workweeks file their motion for preliminary approval of the settlement they
21 worked during the applicable Class Period one week prior to Plaintiff’s
22 deadline to file their motion for preliminary approval of the settlement.
23

24 3. Settlement Payment. Defendants are jointly and severally liable for payment
25 of the Gross Settlement Amount. Defendants shall deposit the Gross
26 Settlement Amount into the QSF, through the Settlement Administrator as
27
28

1 follows: \$1,000,000.00 on Funding Date # 1 and \$200,000.00 due on Funding
2 Date #2. Within fourteen (14) days after Funding # 1, the Settlement
3 Administrator will mail checks for all Individual Class Payments, Aggrieved
4 Employee Payments, the LWDA Payment and the Class Representative
5 Service Award. Thereafter, within fourteen (14) calendar days after
6 Defendants fund the Gross Settlement Amount in full, the Settlement
7 Administrator will mail checks for the Settlement Administration Costs, and
8 the Class Counsel Award. Disbursement of the Class Counsel Award and the
9 Settlement Administration Costs shall not precede disbursement of Individual
10 Class Payments and Aggrieved Employee Payments. Any interest accrued
11 will be added to the Net Settlement Amount and distributed to the Settlement
12 Class Members.
13

14
15 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side
16 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
17 together with the Gross Settlement Amount on Funding Date #1.

18 B. Release by Settlement Class Members. As of the funding in full of the Gross
19 Settlement Amount on Funding Date #2, in exchange for the consideration set forth in
20 this Agreement, Plaintiff and the Settlement Class Members release the Released
21 Parties from the Released Class Claims for the Class Period.
22

23 C. Release by the Plaintiff, the LWDA, and the State of California. As of the funding in
24 full of the Gross Settlement Amount on Funding Date #2, in exchange for the
25 consideration set forth in this Agreement, the Plaintiff, the LWDA, and the State of
26 California release the Released Parties from the Released PAGA Claims for the PAGA
27 Period.
28

1 D. Conditions Precedent: This Settlement will become final and effective only upon the
2 occurrence of all of the following events:

- 3 1. The Court enters an order granting preliminary approval of the Settlement;
- 4 2. The Court enters an order granting final approval of the Settlement and a Final
5 Judgment;
- 6 3. If an objector appears at the final approval hearing, the time for appeal of the
7 Final Judgment and Order Granting Final Approval of Class Action
8 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
9 any appeal from the Judgment and Order Granting Final Approval of Class
10 Action Settlement; and
- 11 4. Defendants fully funds the Gross Settlement Amount.

12 E. Nullification of Settlement Agreement. In the event that the Court does not
13 preliminarily or finally approve this Settlement Agreement, the Settlement Agreement
14 fails to become effective, or is reversed, withdrawn or modified by the Court, or in any
15 way prevents or prohibits Defendants from obtaining a complete resolution of the
16 Released Class Claims or Released PAGA Claims, or if Defendants fails to fully fund
17 the Gross Settlement Amount:

- 18 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
19 and shall not be admissible in any judicial, administrative or arbitral
20 proceeding for any purpose or with respect to any issue, substantive or
21 procedural;
- 22 2. The conditional class certification (obtained for any purpose) shall be void *ab*
23 *initio* and of no force or effect, and shall not be admissible in any judicial,
24 administrative or arbitral proceeding for any purpose or with respect to any
25 issue, substantive or procedural; and
26
27
28

1 3. None of the Parties to this Settlement will be deemed to have waived any
2 claims, objections, defenses or arguments in the Action, including with respect
3 to the issue of class certification.

4 4. Defendants shall bear the sole responsibility for any cost to issue or reissue
5 any curative notice to the Settlement Class Members and all Settlement
6 Administration Costs incurred to the date of nullification.
7

8 F. Certification of the Settlement Class. The Parties stipulate to conditional class
9 certification of the Class for the Class Period for purposes of settlement only. In the
10 event that this Settlement is not approved by the Court, fails to become effective, or is
11 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
12 Defendants from obtaining a complete resolution of the Released Class Claims or
13 Released PAGA Claims, the conditional class certification (obtained for any purpose)
14 shall be void *ab initio* and of no force or effect, and shall not be admissible in any
15 judicial, administrative or arbitral proceeding for any purpose or with respect to any
16 issue, substantive or procedural.
17

18 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
19 effect of the payments called for, and Class Members and/or Aggrieved Employees are
20 not relying on any statement or representation by the Parties in this regard. Class
21 Members and/or Aggrieved Employees understand and agree that they will be
22 responsible for the payment of any taxes and penalties assessed on the Individual Class
23 Payments and/or Aggrieved Employees Payment described and will be solely
24 responsible for any penalties or other obligations resulting from their personal tax
25 reporting of Individual Class Payments and/or Aggrieved Employees Payments.
26

27 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
28 the “acknowledging party” and each Party to this Agreement other than the

1 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
2 of this Agreement, and no written communication or disclosure between or among the
3 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
4 such communication or disclosure constitute or be construed or be relied upon as, tax
5 advice within the meaning of United States Treasury Department circular 230 (31 CFR
6 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
7 her or its own, independent legal and tax counsel for advice (including tax advice) in
8 connection with this Agreement, (b) has not entered into this Agreement based upon
9 the recommendation of any other Party or any attorney or advisor to any other Party,
10 and (c) is not entitled to rely upon any communication or disclosure by any attorney
11 or adviser to any other party to avoid any tax penalty that may be imposed on the
12 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
13 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
14 strategies (regardless of whether such limitation is legally binding) upon disclosure by
15 the acknowledging party of the tax treatment or tax structure of any transaction,
16 including any transaction contemplated by this Agreement.
17

- 18
19 I. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
20 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
21 which shall include this Settlement Agreement. Plaintiff will provide Defendants with
22 a draft of the Motion at least three (3) business days prior to the filing of the Motion
23 to give Defendants an opportunity to propose changes or additions to the Motion.
24 Defendant Titan AG will provide a declaration under penalty of perjury confirming
25 the number of applicable Settlement Class Members and workweeks file their motion
26 for preliminary approval of the settlement they worked during the applicable Class
27
28

1 Period one week prior to Plaintiff's deadline to file their motion for preliminary
2 approval of the settlement.

3 J. Settlement Administrator. The Settlement Administrator shall be responsible for:
4 establishing and administering the QSF; calculating, processing and mailing payments
5 to the Class Representative, Class Counsel, LWDA, and Class Members; printing and
6 mailing the Notice Packets to the Class Members as directed by the Court; receiving
7 and reporting the objections and requests for exclusion; calculating, deducting and
8 remitting all legally required taxes from Individual Class Payments, including the any
9 employer side payroll taxes Defendants is obligated to pay as a result of the Individual
10 Class Payments, and distributing tax forms for the Wage Portion and Non-Wage
11 Portion of the Individual Class Payments and/or Aggrieved Employees Payments;
12 processing and mailing tax payments to the appropriate state and federal taxing
13 authorities; providing declaration(s) as necessary in support of preliminary and/or final
14 approval of this Settlement; and other tasks as the Parties mutually agree or the Court
15 orders the Settlement Administrator to perform. The Settlement Administrator shall
16 keep the Parties timely apprised of the performance of all Settlement Administrator
17 responsibilities by among other things, sending a weekly status report to the Parties'
18 counsel stating the date of the mailing, the of number of requests for exclusion it
19 receives (including the numbers of valid and deficient), and number of objections
20 received.
21
22
23

24 K. Notice Procedure.

25 1. Class Data. No later than ten (10) business days after the Preliminary
26 Approval Date, Defendants shall provide the Settlement Administrator with
27 the Class Data for purposes of preparing and mailing Notice Packets to the
28 Class Members.

1 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
2 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
3 NOTICE.”

4
5 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
6 the Settlement Administrator will perform a search based on the National
7 Change of Address Database to update and correct any known or identifiable
8 address changes. No later than fourteen (14) calendar days after receiving the
9 Class Data from Defendants, the Settlement Administrator shall mail and
10 email copies of the Notice Packet to all Class Members via regular First-Class
11 U.S. Mail and electronic mail. The Settlement Administrator shall exercise
12 its best judgment to determine the current mailing address for each Class
13 Member. The address identified by the Settlement Administrator as the
14 current mailing address shall be presumed to be the best mailing address for
15 each Class Member.
16

17 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
18 Administrator as non-delivered on or before the Response Deadline shall be
19 re-mailed to any forwarding address provided. If no forwarding address is
20 provided, the Settlement Administrator shall promptly attempt to determine a
21 correct address by lawful use of skip-tracing, or other search using the name,
22 address and/or Social Security number of the Class Member involved, and
23 shall then perform a re-mailing, if the Settlement Administrator identifies
24 another mailing address. In addition, if any Notice Packets, which are
25 addressed to Class Members who are currently employed by Defendants, are
26 returned to the Settlement Administrator as non-delivered and no forwarding
27 address is provided, the Settlement Administrator shall notify Defendants.
28

1 Defendants will request that the currently employed Class Member provide a
2 corrected address and transmit to the Administrator any corrected address
3 provided by the Class Member. Class Members who received a re-mailed
4 Notice Packet shall have their Response Deadline extended fifteen (15) days
5 from the original Response Deadline.
6

7 5. Disputes Regarding Individual Class Payments. Class Members will have the
8 opportunity, should they disagree with Defendants' records regarding the start
9 and end dates of employment, to provide documentation and/or an explanation
10 to show contrary dates. If there is a dispute, the Settlement Administrator will
11 consult with the Parties to determine whether an adjustment is warranted. The
12 Settlement Administrator shall determine the eligibility for, and the amounts
13 of, any Individual Class Payments under the terms of this Agreement. The
14 Settlement Administrator's determination of the eligibility for and amount of
15 any Individual Class Payment shall be binding upon the Class Member and
16 the Parties.
17

18 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
19 by the Settlement Administrator concerning the administration of the
20 Settlement shall be resolved by the Court under the laws of the State of
21 California. Before any such involvement of the Court, counsel for the Parties
22 will confer in good faith to resolve the disputes without the necessity of
23 involving the Court.
24

25 7. Exclusions. The Class Notice contained in the Notice Packet shall state that
26 Class Members who wish to exclude themselves from the Settlement must
27 submit a written request for exclusion by the Response Deadline. The written
28 request for exclusion must state that the Class Member wishes to exclude

1 himself or herself from the Settlement and (1) must contain the name, address,
2 and the last four digits of the Social Security number of the person requesting
3 exclusion; (2) must be signed by the Class Member; (3) must be postmarked
4 or fax stamped by the Response Deadline and returned to the Settlement
5 Administrator at the specified address or fax telephone number; and (4)
6 contain a typewritten or handwritten notice stating in substance: "I wish to
7 opt out of the settlement of the class action lawsuit entitled *Nunez v. Titan AG*
8 *Services, Inc., et al.*, currently pending in the Tulare Superior Court, Case No.
9 VCU296822. I understand that by requesting to be excluded from the
10 settlement, I will receive no money from the Settlement described in this
11 Notice." The request for exclusion will not be valid if it is not timely
12 submitted, if the Class Member does not sign it, or if it does not contain the
13 name and address and last four digits of the Social Security number of the
14 Class Member. The date of the postmark on the mailing envelope or fax stamp
15 on the request for exclusion shall be the exclusive means used to determine
16 whether the request for exclusion was timely submitted. Any Class Member
17 who requests to be excluded from the Settlement Class will not be entitled to
18 an Individual Class Payment and will not be otherwise bound by the terms of
19 the Settlement or have any right to object, appeal or comment thereon.
20 However, any Class Member that submits a timely request for exclusion that
21 is also a member of the Aggrieved Employees will still receive his/her pro rata
22 share of the PAGA Payment, as specified below, and in consideration, will be
23 bound by the Release by the Aggrieved Employees as set forth herein.
24 Settlement Class Members who fail to submit a valid and timely written
25 request for exclusion on or before the Response Deadline shall be bound by

1 all terms of the Settlement and any final judgment entered in this Action if the
2 Court approves the Settlement. No later than fourteen (14) calendar days after
3 the Response Deadline, the Settlement Administrator shall provide counsel
4 for the Parties with a final list of the Class Members who have timely
5 submitted written requests for exclusion. At no time shall any of the Parties
6 or their counsel seek to solicit or otherwise encourage members of the Class
7 to submit requests for exclusion from the Settlement.
8

- 9 8. Objections. The Class Notice contained in the Notice Packet shall state that
10 Class Members who wish to object to the Settlement may submit to the
11 Settlement Administrator a written statement of objection (“Notice of
12 Objection”) by the Response Deadline. The postmark date of mailing shall be
13 deemed the exclusive means for determining that a Notice of Objection was
14 served timely. The Notice of Objection must be signed by the Settlement
15 Class Member and state: (1) the case name and number; (2) the name of the
16 Settlement Class Member; (3) the address of the Settlement Class Member;
17 (4) the last four digits of the Settlement Class Member’s Social Security
18 number; (4) the basis for the objection; and (5) if the Settlement Class Member
19 intends to appear at the Final Approval/Settlement Fairness Hearing. Class
20 Members who fail to make objections in writing in the manner specified above
21 may still make their objections orally at the Final Approval/Settlement
22 Fairness Hearing with the Court’s permission. Settlement Class Members will
23 have a right to appear at the Final Approval/Settlement Fairness Hearing to
24 have their objections heard by the Court. At no time shall any of the Parties
25 or their counsel seek to solicit or otherwise encourage Class Members to file
26 or serve written objections to the Settlement or appeal from the Order and
27
28

1 Final Judgment. Class Members who submit a written request for exclusion
2 may not object to the Settlement. Class Members may not object to the PAGA
3 Payment

4
5 L. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
6 pay the Gross Settlement Amount on or before the Funding Dates, plus any employer's
7 share of payroll taxes as mandated by law within the time specified herein.

8 1. Individual Class Payments. Individual Class Payments shall be paid from the
9 Net Settlement Amount and shall be paid pursuant to the formula set forth
10 herein. Using the Class Data, the Settlement Administrator shall add up the
11 total number of Workweeks for all Class Members. The respective
12 Workweeks for each Class Member will be divided by the total Workweeks
13 for all Class Members, resulting in the Payment Ratio for each Class Member.
14 Each Class Member's Payment Ratio will then be multiplied by the Net
15 Settlement Amount to calculate each Class Member's estimated Individual
16 Class Payments. Each Individual Class Payment will be reduced by any
17 legally mandated employee tax withholdings (e.g., employee payroll taxes,
18 etc.). Individual Class Payments for Class Members who submit valid and
19 timely requests for exclusion will be redistributed to Settlement Class
20 Members who do not submit valid and timely requests for exclusion on a pro
21 rata basis based on their respective Payment Ratios.

22
23
24 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
25 Class Data, the Settlement Administrator shall add up the total number of
26 PAGA pay periods for all Aggrieved Employees during the PAGA Period.
27 The respective PAGA pay periods for each Aggrieved Employee will be
28 divided by the total PAGA pay periods for all Aggrieved Employees, resulting

1 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
2 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
3 Aggrieved Employee Payment to calculate each Aggrieved Employee’s
4 estimated share of the PAGA Payment.
5

6 3. Allocation of Individual Class Payments. For tax purposes, Individual Class
7 Payments shall be allocated and treated as follows: 1/3 as wages (“Wage
8 Portion”); 1/3 as penalties and 1/3 as interest (“Non-Wage Portion”). The
9 Wage Portion is subject to wage withholdings and shall be reported on IRS
10 Form W-2. The Non-Wage Portion shall not be subject to wage withholdings
11 and shall be reported on IRS Form 1099.
12

13 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
14 Employee Settlement Payments shall be allocated and treated as 100%
15 penalties and shall be reported on IRS Form 1099.

16 5. No Credit Toward Benefit Plans. The Individual Class Payments and
17 Aggrieved Employee Payments made to Settlement Class Members and/or
18 Aggrieved Employees under this Settlement Agreement, as well as any other
19 payments made pursuant to this Settlement Agreement, will not be utilized to
20 calculate any additional benefits under any benefit plans to which any Class
21 Members may be eligible, including, but not limited to profit-sharing plans,
22 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
23 plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention
24 that this Settlement Agreement will not affect any rights, contributions, or
25 amounts to which any Class Members may be entitled under any benefit plans.
26

27 6. All monies received by Settlement Class Members under the Settlement which
28 are attributable to wages shall constitute income to such Settlement Class

Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Class Payments and Aggrieved Employee Payments provided for in this Settlement agreement are the sole payments to be made by Defendants to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiff, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Class Payments and/or Aggrieved Employee Payment.

7. Mailing. Individual Class Payments and Aggrieved Employee Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees last known mailing address no later than fifteen (15) calendar days after Funding Date #1.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the one hundred eightieth (180th) day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Class Payment and/or Aggrieved Employee Payment has not been cashed within one hundred eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be distributed consistent with California Code of Civil Procedure Section 384

1 as follows: to The Children's Advocacy Institute (CAI), founded at the
2 nonprofit University of San Diego School of Law in 1989. Class Counsel,
3 Defendants' counsel, nor any of the Parties, have any interest, pecuniary or
4 otherwise, in CAI.

5
6 9. Class Representative Service Award. In addition to the Individual Class
7 Payment and the Aggrieved Employee Payment to be paid to Plaintiff,
8 Plaintiff will apply to the Court for an award of not more than Ten Thousand
9 Dollars and Zero Cents (\$10,000.00), as the Class Representative Service
10 Award. Defendants agree not to oppose a Class Representative Service
11 Award of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00),
12 subject to Court approval. In the event the Court reduces or does not approve
13 of the requested Class Representative Service Award, Plaintiff shall not have
14 the right to revoke the settlement and it will remain binding. Plaintiff retains
15 the right to appeal any denial of a requested Class Representative Service
16 Award. The Settlement Administrator shall pay the Class Representative
17 Service Award, either in the amount stated herein if approved by the Court or
18 some other amount as approved by the Court, to Plaintiff from the Gross
19 Settlement Amount no later than fifteen (15) calendar days after Funding Date
20 #1. Any portion of the requested Class Representative Service Award that is
21 not awarded to the Class Representative shall be part of the Net Settlement
22 Amount and shall be distributed to Settlement Class Members as provided in
23 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
24 — MISC to Plaintiff for his Class Representative Service Award. Plaintiff
25 shall be solely and legally responsible to pay any and all applicable taxes on
26 his Class Representative Service Award and shall hold harmless the Released
27
28

1 Parties from any claim or liability for taxes, penalties, or interest arising as a
2 result of the Class Representative Service Award. The Class Representative
3 Service Award shall be in addition to Plaintiff's Individual Class Payment as
4 a Settlement Class Member. Approval of this Settlement shall not be
5 conditioned on Court approval of the requested amount of the Class
6 Representative Service Award. In the event that the Court reduces or does not
7 approve the requested Class Representative Service Award, Plaintiff shall not
8 have the right to revoke the Settlement, and it will remain binding.
9

- 10 10. Class Counsel Award. Defendants agree not to oppose a request by Class
11 Counsel for attorneys' fees not to exceed one-third of the Gross Settlement
12 Amount currently estimated to be Four Hundred Thousand Dollars and Zero
13 Cents (\$400,000.00), subject to Court approval, plus costs and expenses
14 supported by declaration not to exceed Twenty-Five Thousand Dollars and
15 Zero Cents (\$25,000.00), subject to Court approval, from the Gross Settlement
16 Amount. Any portion of the requested Class Counsel Award that is not
17 awarded to Class Counsel shall be part of the Net Settlement Amount and shall
18 be distributed to Settlement Class Members as provided in this Agreement.
19 The Settlement Administrator shall allocate and pay the Class Counsel Award
20 to Class Counsel from the Gross Settlement Amount no later than fifteen (15)
21 calendar days after Funding Date #2. Class Counsel shall be solely and legally
22 responsible to pay all applicable taxes on the payment made pursuant to this
23 paragraph. The Settlement Administrator shall issue an IRS Form 1099 —
24 MISC to Class Counsel for the payments made pursuant to this paragraph. In
25 the event that the Court reduces or does not approve the requested Class
26 Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke
27
28

1 the Settlement, or to appeal such order, and the Settlement will remain
2 binding.

3 11. PAGA Payment. Sixty Thousand Dollars and Zero Cents (\$60,000.00) shall
4 be allocated from the Gross Settlement Amount for settlement of claims for
5 civil penalties under the Private Attorneys General Act of 2004 (“PAGA
6 Payment”), subject to Court approval. The Settlement Administrator shall pay
7 seventy-five percent (75%) of the PAGA Payment (\$45,000.00) to the
8 California Labor and Workforce Development Agency no later than twenty-
9 five (25) calendar days after the Funding Date #1 (hereinafter “LWDA
10 Payment”). Twenty-five (25%) of the PAGA Payment (\$15,000.00) will be
11 distributed to the Aggrieved Employees as the Aggrieved Employee Payment
12 as their pro-rata share of the PAGA Payment. For purposes of distributing the
13 PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall
14 receive their pro-rata share of the Aggrieved Employee Payment using the
15 PAGA Payment Ratio as defined above.

16 12. Settlement Administration Costs. The Settlement Administrator shall be paid
17 for the costs of administration of the Settlement from the Gross Settlement
18 Amount. The estimate of the Settlement Administration Costs is Fifty-Three
19 Thousand Dollars and Zero Cents (\$53,000.00), subject to Court approval.
20 The Settlement Administrator shall be paid the Settlement Administration
21 Costs no later than fifteen (15) calendar days after Funding Date #2.

22 M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
23 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
24 twenty-eight (28) days following the expiration of the Response Deadline, which
25 motion shall request final approval of the Settlement and a determination of the
26
27
28

1 amounts payable for the Class Representative Service Award, the Class Counsel
2 Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will
3 provide Defendants with a draft of the Motion at least three (3) business days prior to
4 the filing of the Motion to give Defendants an opportunity to propose changes or
5 additions to the Motion.
6

7 1. Declaration by Settlement Administrator. No later than fourteen (14) days
8 after the Response Deadline, the Settlement Administrator shall submit a
9 declaration in support of Plaintiff's motion for final approval of this
10 Settlement detailing the number of Notice Packets mailed and re-mailed to
11 Class Members, the number of undeliverable Notice Packets, the number of
12 timely requests for exclusion and the full names of the Class Members who
13 requested exclusion, the number of objections received, the amount of the
14 average Individual Class Payment, highest Individual Class Payment, and
15 lowest Individual Class Payment, the Settlement Administration Costs, and
16 any other information as the Parties mutually agree or the Court orders the
17 Settlement Administrator to provide.
18

19 2. Final Approval Order and Judgment. Class Counsel shall present an Order
20 Granting Final Approval of Class Action Settlement to the Court for its
21 approval, and Judgment thereon, at the time Class Counsel files the Motion
22 for Final Approval.
23

24 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
25 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
26 Final Approval, including the Order Granting Final Approval of Class Action
27 Settlement, and Judgment before filing with the Court. The Parties and their counsel
28 will cooperate with each other and use their best efforts to affect the Court's approval

1 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
2 Judgment.

3 O. Cooperation. The Parties and their counsel will cooperate with each other and use
4 their best efforts to implement the Settlement.

5
6 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
7 except such proceedings necessary to implement and complete the Settlement, pending
8 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

9 Q. Amendment or Modification. This Agreement may be amended or modified only by
10 a written instrument signed by counsel for all Parties or their successors-in-interest.

11 R. Plaintiff's Individual Claims. In addition to this Agreement and the claims he is
12 releasing hereby, Plaintiff is entering into a separate individual settlement agreement,
13 which shall provide for a separate Individual Settlement Payment, and which shall
14 provide for an additional broad release, including a waiver of Civil Code Section 1542.
15 That release, waiver and discharge of all claims shall include, but will not be limited
16 to, any and all claims arising out of the Action, as well as additional claims described
17 in the individual settlement agreement, which are separate and different from the
18 claims alleged in the Action.
19

20 S. Entire Agreement. Except for the individual settlement agreement referenced herein
21 directly above, this Agreement and any attached Exhibit constitute the entire
22 Agreement among these Parties, and no oral or written representations, warranties or
23 inducements have been made to any Party concerning this Agreement or its Exhibit
24 other than the representations, warranties and covenants contained and memorialized
25 in this Agreement and its Exhibit.
26

27 ///
28

- 1 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate
3 this Agreement and to take all appropriate Action required or permitted to be taken by
4 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
5 documents required to effectuate the terms of this Agreement. The persons signing
6 this Agreement on behalf of Defendants represents and warrants that he/she is
7 authorized to sign this Agreement on behalf of Defendants. Plaintiff represent and
8 warrant that they are authorized to sign this Agreement and that they have not assigned
9 any claim, or part of a claim, covered by this Settlement to a third-party.
10
- 11 U. No Public Comment: The Parties and their counsel agree that they will not issue any
12 press releases, initiate any contact with the press, respond to any press inquiry, or have
13 any communication with the press about the fact, amount or terms of the Settlement
14 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
15 of its terms for any marketing or promotional purposes. Nothing herein will restrict
16 Class Counsel from including publicly available information regarding this settlement
17 in future judicial submissions regarding Class Counsel's qualifications and experience.
18 Further, Class Counsel will not include, reference or use the Settlement Agreement for
19 any marketing or promotional purposes, either before or after the Motion for
20 Preliminary Approval is filed. Nothing herein or in the individual settlement
21 agreements between Plaintiff Defendants shall prevent Plaintiff from disclosing the
22 terms of those individual settlements to the Court, upon the Court's request, in an effort
23 to seek and obtain approval of this Settlement.
24
- 25 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
26 to the benefit of, the successors or assigns of the Parties, as previously defined.
27
28

- 1 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
2 shall be governed by and interpreted according to the laws of the State of California.
- 3 X. Counterparts. This Agreement may be executed in one or more counterparts. All
4 executed counterparts and each of them shall be deemed to be one and the same
5 instrument provided that counsel for the Parties to this Agreement shall exchange
6 among themselves copies or originals of the signed counterparts.
- 7 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
8 is a fair, adequate and reasonable settlement of this Action and have arrived at this
9 Settlement after extensive arms-length negotiations, considering all relevant factors,
10 present and potential.
- 11 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
12 respect to the interpretation, implementation and enforcement of the terms of this
13 Agreement and all orders and judgments entered in connection therewith, and the
14 Parties and their counsel submit to the jurisdiction of the Court for purposes of
15 interpreting, implementing and enforcing the settlement and all orders and judgments
16 entered in connection with this Agreement.
- 17 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
18 the Court shall first attempt to construe the provisions valid to the fullest extent
19 possible consistent with applicable precedents so as to define all provisions of this
20 Agreement valid and enforceable.
- 21 BB. No Unalleged Claims. Plaintiff and Class Counsel represent that, except for Plaintiff's
22 individual claims, which are covered in his individual settlement agreement, they do
23 not currently intend to pursue any claims against the Released Parties, including, but
24 not limited to, any and all claims relating to or arising from Plaintiff's employment
25 with Defendants, regardless of whether Class Counsel is currently aware of any facts
26
27
28

1 or legal theories upon which any claims or causes of action could be brought against
2 Released Parties, including those facts or legal theories alleged in the operative
3 complaint in this Action. The Parties further acknowledge, understand and agree that
4 this representation is essential to the Agreement and that this Agreement would not
5 have been entered into were it not for this representation.
6

7 CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
8 certification for purposes of this settlement only.

9 DD. No Admissions by the Parties. Plaintiff has claimed and continue to claim that the
10 Released Class Claims and Released PAGA Claims have merit and give rise to liability
11 on the part of Defendants. Defendants claim that the Released Class Claims and
12 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
13 is a compromise of disputed claims. Nothing contained in this Agreement and no
14 documents referred to and no action taken to carry out this Agreement may be
15 construed or used as an admission by or against the Defendants or Plaintiff or Class
16 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
17 specifically set forth herein, each Party shall be responsible for and shall bear its/their
18 own attorney's fees and costs.
19

20 EE. Confidentiality. Class Counsel agrees that it will not initiate or contact or have any
21 communications with putative Class Members during the Settlement approval process.
22 Nothing will prevent Class Counsel from responding to inquiries from putative Class
23 Members. For its part, Defendants agree they shall not discourage putative Class
24 Members from participating in the Settlement and shall refer any questions to the
25 Settlement Administrator. No public comment, communications to media, or any form
26 of advertising or public announcement (including social media) regarding the case
27 shall be made by Plaintiff or Class Counsel at any time. Prior to filing of the Motions
28

1 for Preliminary and Final Approval, Class Counsel shall not discuss the terms of the
2 settlement or the negotiations leading to settlement with any person other than the
3 Plaintiff and Class Administrator. Nothing herein or in the individual settlement
4 agreement between Plaintiff Defendants shall prevent Plaintiff from disclosing the
5 terms of those individual settlements to the Court, upon the Court's request, in an effort
6 to seek and obtain approval of this Settlement.
7

8
9 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

10
11 DATED: 05/26/2024 *Manuel DiazNunez*
12 Manuel DiazNunez (May 26, 2024 11:46 PDT)
MANUEL DIAZ NUNEZ

13 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

14
15 DATED: _____
16 TITAN AG SERVICES, INC.

17 _____
18 Printed Name

19 _____
20 Title

21 DATED: _____ *Todd Kinosian*
22 ROYAL FARMS, INC.

23 _____
24 Todd Kinosian

Printed Name

25 _____
26 OWNER

27 _____
28 Title

1 for Preliminary and Final Approval, Class Counsel shall not discuss the terms of the
2 settlement or the negotiations leading to settlement with any person other than the
3 Plaintiff and Class Administrator. Nothing herein or in the individual settlement
4 agreement between Plaintiff Defendants shall prevent Plaintiff from disclosing the
5 terms of those individual settlements to the Court, upon the Court's request, in an effort
6 to seek and obtain approval of this Settlement.
7

8
9 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

10
11 DATED: _____

12 _____
MANUEL DIAZ NUNEZ

13 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

14
15 DATED: 5/29/24

16 _____
TITAN AG SERVICES, INC.

17 Teresita Picar
18 Printed Name

19 President
20 Title

21 DATED: _____

22 _____
ROYAL FARMS, INC.

23 _____
24 Printed Name

25 _____
26 Title
27
28

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: May 28, 2024

JCL LAW FIRM, A.P.C.

4 By: 

5 Jean-Claude Lapuyade, Esq.

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8 DATED: May 28, 2024

ZAKAY LAW GROUP, APLC

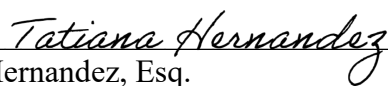
9 By: 

10 Shani O. Zakay, Esq.

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13 DATED: May 28, 2024

LAW OFFICE OF TATIANA HERNANDEZ, P.C.

14 By: 

15 Tatiana Hernandez, Esq.

16 Attorneys for Plaintiff and the Settlement Class
17 Members

18 DATED: _____

LITTLER MENDELSON, PC

19 By: _____

20 Gerardo Hernandez, Esq
21 Attorneys for Defendants

22 DATED: May 24, 2024

23 MCCORMICK, BARSTOW, SHEPPARD, WAYTE
24 & CARRUTH, LLP

25 By: 

26 Christina C. Tillman, Esq.

27 Attorneys for Defendants
28

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: May 28, 2024

JCL LAW FIRM, A.P.C.

4 By: 

5 Jean-Claude Lapuyade, Esq.

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8 DATED: May 28, 2024

ZAKAY LAW GROUP, APLC

9 By: 

10 Shani O. Zakay, Esq.

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13 DATED: _____

LAW OFFICE OF TATIANA HERNANDEZ, P.C.

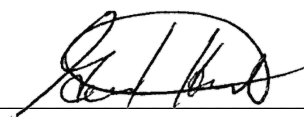
14 By: _____

15 Tatiana Hernandez, Esq.

16 Attorneys for Plaintiff and the Settlement Class
17 Members

18 DATED: May 28, 2024

LITTLER MENDELSON, PC

19 By: 

20 Gerardo Hernandez, Esq

21 Attorneys for Defendants

22 DATED: May 24, 2024

23 MCCORMICK, BARSTOW, SHEPPARD, WAYTE
24 & CARRUTH, LLP

25 By: 

26 Christina C. Tillman, Esq.

27 Attorneys for Defendants
28

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

Nunez v. Titan AG Services, Inc., et al.
Tulare County Superior Court Case No. VCU296822

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Tulare (the “Court”) has been reached between Plaintiff Manuel Diaz Nunez (“Plaintiff”) and Defendants Titan AG Services, Inc., a California corporation and Royal Farms, Inc., a California corporation (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Defendant Titan AG Services, Inc., staffed to work at Defendant Royal Farms, Inc.’s farms and performed work in California during the Class Period.

The “Class Period” is the period of time running from March 21, 2019, through September 11, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On May 19, 2021, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Tulare. Plaintiff asserted claims that Defendants: (a) Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*; (b) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (c) Failure to pay overtime wages in violation of California Labor Code sections 510, *et seq*; (d) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (e) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (f) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; (g) Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; and (h) Failure to reimburse Plaintiff for required expenses in violation of California Labor Code section 2802. On June 6, 2023, Plaintiff filed a First Amended Complaint (the “Operative Complaint”) to add an additional cause of action for violations of the private attorneys general act in violation of Labor Code sections 2698 *et seq*.

Defendants deny and dispute all claims asserted in the Action. Specifically, Defendants contended (and continue to contend) that the Action could not properly be maintained as a class action; that Defendants properly paid members of the class all wages and overtime that was due and reimbursed them for necessary expenses; that Defendants provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendants provided accurate, itemized wage statements to members of the class; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action.

On December 13, 2023, the Parties participated in an all-day mediation with Lisa Klerman, Esq., a mediator of wage and hour class and PAGA actions. At the conclusion of the full-day mediation, the Parties were able to reach an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative and the law firms of Zakay Law Group, APC and JCL Law Firm, APC, and Law Office of Tatiana Hernandez, P.C.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Class Payments to Settlement Class Members, Class Counsel’s Class Counsel Award, Settlement Administration Costs, the LWDA Payment, Aggrieved Employee Payments, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator in two installments: (1) \$1,000,000.00 within sixty (60) days after the Court grants final approval (“Funding Date #1”), and (2) \$200,000.00 within six (6) months after Funding Date #1 (“Funding Date #2”).

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$53,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$400,000.00) and costs and expenses of not more than \$25,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Dollars and Zero Cents (\$10,000.00), or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$60,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$45,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment") and the remaining \$15,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment ("Aggrieved Employee Payment").
- Calculation of Individual Class Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Payment, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants during the Class Period in California.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendant Titan AG Services, Inc., staffed to work at Defendant Royal Farms, Inc.'s farms and performed work in California during the period of March 21, 2022, through September 11, 2022.

If the Court approves the Settlement, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 1/3 of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 1/3 of each Settlement Share is allocated to interest and 1/3 to penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class

Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. "Released Class Claims" are defined as all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The "Released Parties" are defined as Defendants.

The Released PAGA Claims shall be released as follows. Upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" are defined as all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have << ____ >> work-weeks worked during the Class Period (March 21, 2019, through September 11, 2022).

Based on this information, your estimated Settlement Share is << ____ >>.

Defendants' records reflect that you have << ____ >> pay periods worked during the PAGA Period (March 21, 2022, through September 11, 2022).

Based on this information, your estimated Settlement Share is << ____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [sixty (60) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC; 1-800-355-0700.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Nunez v. Titan AG Services, Inc., et al., Case No. VCU296822*." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Nunez v. Titan AG Services, Inc., et al., Case No. VCU296822*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Dr., Ste. 3600

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Dr., Ste. 3600

San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
E-Mail: jlapuyade@jcl-lawfirm.com

Counsel for Defendants:

Gerardo Hernandez, Esq.
Littler Mendelson, PC
5200 North Palm Avenue, Suite 302
Fresno, CA 93704-2225
Tel: 559-244-7500
Fax: 559-244-7525
ghernandez@littler.com

San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Counsel for Defendants:

Christina C. Tillman, Esq.
McCormick, Barstow, Sheppard, Wayte &
Carruth LLP
7647 North Fresno Street
Fresno, CA 93720
Tel: 559-433-1300
Fax: 559-433-2300
christina.tillman@mccormickbarstow.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** _____, at the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, CA 93291 in Department 7 before Judge Bret Hillman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. The Court may reschedule this hearing without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Nunez v. Titan AG Services, Inc., et al.*, Case No. VCU296822, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Zakay Law Group, APLC, 5440 Morehouse Dr., Ste. 3600, San Diego, CA 92121 or by visiting the website page provided above.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Children Advocacy Institute. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.