

JCL LAW FIRM, APC

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

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Nicole Noursamadi (State Bar #357246)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
nicole@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

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: January 28, 2025
Time: 8:30 a.m.

Judge: Hon. Bret Hilman
Dept.: 2

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff MANUEL DIAZ NUNEZ (hereafter "Plaintiff" or "Class Representative") in this wage and
6 hour class and representative action filed against Defendants TITAN AG SERVICES, INC. and
7 ROYAL FARMS, INC. (hereinafter collectively "Defendants").

8 2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval
9 of Class Action and PAGA Settlement.

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed
11 Stipulation of Settlement of Class Action and PAGA Claims and Release of Claims (hereinafter
12 collectively "Settlement Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct
13 copy of the Class Notice.

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed July 16,
15 2024, Preliminary Approval Order.

16 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the June 21, 2024, proof of
17 filing the proposed Settlement with the LWDA.

18 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the December 19, 2024,
19 proof of filing this motion seeking final approval of this Settlement with the LWDA.

20 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC,
21 "Time and Billing Journal" as of December 19, 2024.

22 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the JCL Law Firm, APC,
23 "Transaction Summary" as of December 19, 2024.

24 9. Attached hereto as **Exhibit "7"** is a true and correct copy of the JCL Law Firm, APC,
25 Firm Resume.

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I. INTRODUCTION

10. An objective evaluation of the proposed settlement of One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) ("Gross Settlement Amount") confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by Lisa Klerman, Esq., a mediator of wage and hour class and representative actions. After deducting any Court-approved Class Counsel Award, Class Representative Service Award, Settlement Administration Costs, and PAGA Payment, the Net Settlement Amount shall be distributed to the Settlement Class based on the number of Workweeks they worked while employed by Defendants during the Class Periods. *The Class greeted news of the Settlement with unanimous approval as, at the time of the filing of this motion, all 9,781 Class Members choose to participate in the Settlement.* The unanimous approval by the Settlement Class evidences the clear fairness and reasonableness of the Settlement.

11. This Settlement provides substantial recovery to Class Members. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$704,517.05**. This will result in an average Individual Class Payment of **\$72.03**, a high Individual Class Payment of \$760.80, and a low of \$11.70. Aggrieved Employees will receive an estimated average Aggrieved Employee Payment of \$5.77, with the highest Aggrieved Employee Payment estimated to be \$24.10, and a low of \$2.01.

12. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

13. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class

Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and entry of the proposed Final Approval Order and Judgment.

II. OVERVIEW OF THE LITIGATION

14. Defendants operate an agriculture and farming business in the state of California, including in Tulare County, where Plaintiff worked. This action asserts claims on behalf of 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. Plaintiff worked for Defendants as a non-exempt employee in California from September 2022 to October 2022. At all times during his employment, Plaintiff earned an hourly wage and was entitled to legally compliant meal and rest periods, and minimum, regular and overtime wages for all hours worked. Throughout his employment, Plaintiff was subject to Defendants' policies and procedures contained in, among other documents, the "Titan AG Service Inc. Employee Handbook."

15. Generally, Plaintiff claims that Defendants failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to reimburse for mandatory business expenses, failed to furnish accurate itemized wage statements, and failed to pay all wages upon separation. Defendants forcefully deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, asserting that they paid employees for all hours worked, maintained facially compliant meal and rest period policies, reimbursed employees for expenses, issued compliant wage statements, and timely paid all wages due upon separation of employment.

16. On March 21, 2023, Plaintiff served Defendants and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq.* ("PAGA").

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1 17. On March 21, 2023, Plaintiff filed a class action complaint in the Tulare Superior Court,
2 Case Number VCU296822 (“Action”). The Action alleged eight causes of action against Defendants
3 Titan AG Services, Inc. and Royal Farms, Inc. for: (1) Unfair Competition in Violation of Cal. Bus. &
4 Prof. Code §§ 17200, *et seq.*; (2) Failure to Pay Minimum Wages in Violation Of Cal. Lab. Code §§
5 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation Of Cal. Lab. Code §§ 510, *et*
6 *seq.*; (4) Failure to Provide Required Meal Periods in Violation Of Cal. Lab. Code §§ 226.7 & 512 and
7 the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation Of Cal.
8 Lab Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Pay Wages When Due
9 in Violation Of Cal. Labor Code §§ 201, 202 and 203; (7) Failure to Provide Accurate Itemized
10 Statements in Violation Of Cal. Lab. Code § 226; and (8) Failure to Reimburse Employees for
11 Required Expenses in Violation of Cal. Lab. Code § 2802.

12 18. In May 2023, Plaintiff propounded discovery. After Defendants responded to discovery,
13 the Parties agreed to mediate the Action. To prepare for mediation, the Parties agreed that Defendants
14 would informally produce additional documents and data points subject to the mediation privilege,
15 including but not limited to, a sample of the Class Members’ time and payroll data and certain payroll
16 data points. As discussed *infra*, Class Counsel retained the forensic consultants at Berger Consulting
17 Group (“BCG”) to analyze Defendants’ time and payroll data.

18 19. On June 6, 2023, Plaintiff filed a First Amended Complaint (the “Operative Complaint”)
19 alleging an additional cause of action for violations of PAGA.

20 20. On December 13, 2023, the Parties participated in a full day mediation with Lisa
21 Klerman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation
22 concluded with a settlement after both sides agreed to a Mediator’s proposal which was subsequently
23 memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties drafted and
24 negotiated a long-form settlement agreement, which is the subject of the instant motion.

25 **III. THE SETTLEMENT BEFORE THE COURT**

26 21. The Court preliminarily approved an initial Gross Settlement Amount of One Million,
27 Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) based on a total of an estimated
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1 60,191 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall
2 be used: (1) to satisfy Individual Class Payments; (2) to satisfy the Class Representative Service
3 Award; (3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Payment; and (5) to satisfy
4 the Settlement Administration Costs incurred in this action.

5 22. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
6 the class and should be granted final approval. This is evidenced by the unanimous approval of the
7 Settlement by the Settlement Class and absence of any objections to the Settlement and the average
8 Individual Class Payment of **\$72.03**.

9 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

10 **A. Class Counsel Conducted a Thorough Investigation**

11 23. Months before filing the Action, Class Counsel began their pre-filing investigation into
12 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
13 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,
14 including, but not limited to, wage statements and handwritten timesheets. At the conclusion of the
15 interviews and review of documents, Class Counsel determined that each Plaintiff's complaints
16 justified further inquiry.

17 24. Class Counsel subsequently requested Plaintiff's employee file from Defendants. In
18 response, Defendants produced various documents, including but not limited to, copies of Plaintiff's
19 time and payroll records. Class Counsel reviewed and analyzed the documents and determined the
20 documents appeared to substantiate Plaintiff's claim that Defendants failed to, among other things,
21 record time, pay for all time worked, issue accurate itemized wage statements, and provide compliant
22 meal and rest periods or else pay premium wages in lieu thereof.

23 25. Class Counsel then retained the statisticians and economists at Berger Consulting Group
24 ("BCG") to evaluate the Class Members' payroll and time data. BCG provides data analysis and
25 damage modeling consulting services, specializing in wage and hour class actions. BCG's team of
26 financial and data analysts are credentialed and experienced experts in their fields and have provided
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1 their expertise on thousands of cases. Stated differently, the BCG is well-qualified to analyze
2 Defendants' time and payroll data.

3 26. BCG analyzed Defendants' time and payroll data to assist in the development of various
4 damage models. Among other things, BCG determined the approximate number of work shifts,
5 workweeks, pay periods, average length of shift, and average number of hours worked per workweek
6 and pay periods during the Class Period. BCG also estimated the number of meal and rest period
7 violations, the amount of unpaid wages, the amount of unreimbursed business expenses, and the
8 amount of off-the-clock work performed by the Class Members during the Class Period.

9 27. In advance of mediation, Class Counsel created several damage models predicated on
10 the BCG analysis. Class Counsel's models calculated Defendants' potential liability exposure while
11 accounting for the uncertainties of continued litigation. These damage models informed and guided
12 Class Counsel during the mediated settlement discussions.

13 28. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
14 determining Plaintiff's suitability as a putative class representative through interviews, background
15 investigations, and analysis of his employment file; (2) evaluating all of Plaintiff's potential claims;
16 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
17 and the type of employer; (4) analyzing the Class Members' time and payroll records; (5) analyzing
18 Defendants' labor policies and practices; (6) researching settlements in similar cases as well as
19 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
20 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9)
21 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
22 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
23 independent assessment of the reasonableness of the terms to which the Parties have agreed.

24 29. Class Counsel only agreed to enter the Settlement following this thorough investigation
25 and evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and
26 marketplace for similar settlements, and considering the risk of significant delay, uncertainty
27 associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly
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1 believe this Agreement to be in the best interests of the Class Members. Because the Settlement's
2 terms are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

3 **B. The Parties Settled At Mediation**

4 30. On December 13, 2023, the Parties conducted a full-day mediation with Lisa Klerman,
5 Esq. a respected mediator of wage and hour class and representative actions. Mediator Klerman helped
6 to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to
7 both sides. The Parties made substantial progress with Mediator Klerman's assistance. Namely, the
8 Parties exchanged information regarding their respective claims and defenses, including their
9 respective evaluations of the damages. After more than eight hours of arm's length and adversarial
10 negotiations, the mediation concluded with a settlement. The amount of the service award was not
11 negotiated until after the parties agreed to the Gross Settlement Amount and many other terms. No
12 action would likely have been taken by Class Members individually, and no compensation would have
13 been recovered for them, but for Plaintiff's services on behalf of the Class.

14 **C. Class Counsel is Experienced in Similar Litigation**

15 31. Plaintiff is represented by competent and experienced counsel to pursue their claims. I
16 established the JCL Law Firm, APC ("Firm") in 2010. The Firm is a boutique plaintiff firm
17 representing aggrieved employees and consumers throughout California in wage and hour class actions
18 and complex multi-party product liability matters. The Firm currently consists of myself, Jean-Claude
19 Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Tesla Stone
20 (Office Manager and Senior Paralegal), Jennifer Heming (Paralegal), and Andrew Ward (Law Clerk).

21 32. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
22 Employees. I have extensive experience with wage and hour class and representative actions litigation
23 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
24 litigation experience and complex construction product liability experience. I can, will and have
25 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
26 Employees throughout this action.

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1 33. I have represented consumers and employees in California class actions, and complex
2 multi-party product liability actions exclusively for more than 17 years. I have been practicing as a
3 plaintiffs' civil litigation attorney since April 2007.

4 34. I have significant class counsel and collective action counsel experience. My credentials
5 and a list of cases on which I have acted as class counsel are reflected in the JCL Law Firm, APC's
6 "Firm Resume," a true and correct copy of which is attached hereto as **Exhibit "7."**

7 35. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
8 favorable verdict for the firm's clients.

9 36. Finally, I have published appellate experience in *William Blanchette et al., v. The*
10 *Superior Court of Imperial County, (GHA Enterprises)* (2017) 8 Cal.App.5th 521, and *Duran v.*
11 *EmployBridge Holding Company, LLC* (2023) 92 Cal.App.5th 59.

12 37. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers,
13 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super
14 Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see
15 https://www.superlawyers.com/about/selection_process.html.) Further, I was named a 2025
16 Thompson Reuters Super Lawyer in Employment Law.

17 **D. The Gross Settlement Amount is Fair and Reasonable**

18 38. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
19 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily
20 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
21 91 Cal.App.4th at 250. While the Gross Settlement Amount of One Million, Two Hundred Thousand
22 Dollars and Zero Cents (\$1,200,000.00) represents a discount on Defendants' potential exposure if
23 Plaintiff established liability on all claims and were awarded the full amount of the estimated damages
24 at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendants
25 presented a risk that could award significantly less in damages than Plaintiff's estimate and (2) any
26 theoretical post-trial recovery may require many more years of litigation, resulting in added fees and
27 costs without any guarantee of recovery for the Class.
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1 39. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and
2 reasonable considering the nature and magnitude of the claims being settled and the various potential
3 impediments to recovery. Class Counsel developed varied economic damages models measuring
4 Defendants' liability exposure while accounting for the uncertainties of continued litigation. The
5 various models were informed by Class Counsel's investigation, including the analysis of a significant
6 sample of time and payroll data. As detailed in greater depth during the preliminary approval process,
7 Class Counsel projected a range of Defendants' liability exposure for the claims asserted on behalf of
8 the Settlement Class. The Gross Settlement Amount represents approximately between 6.17%
9 ("Aggressive Model") and 32.83% ("Conservative Model") of Defendants' *class-wide* liability
10 exposure, assuming all of these amounts could be proved at trial.

11 40. This average net recovery is on par with many wage and hour class action settlements
12 approved by California state and federal courts. *See, e.g., Sorenson v. PetSmart, Inc.*, Case No. 2:06-
13 CV-02674-JAM-DAD (ED. Cal.) (average net recovery of approximately \$60); *Lim v. Victoria's*
14 *Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct.) (average net recovery of
15 approximately \$35); and *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (L.A. Super. Ct.)
16 (average net recovery of approximately \$20). Additionally, Defendants must separately fund its share
17 of any employer side payroll taxes. Agreement, ¶ I(II).

18 41. Clearly the goal of this litigation to obtain redress for the class has been met by this
19 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
20 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
21 approval.

22 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

23 42. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
24 ignore the asserted defenses. If successful on any one its defenses, Defendants could defend the action
25 or, at least, drastically undercut Plaintiff's claims.

26 43. With respect to the most immediate challenge, i.e., class certification, the risks attendant
27 to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009)
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1 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court’s denial of class
2 certification because employees’ declarations attesting to having taken meal and rest breaks
3 demonstrated that individualized inquiries were required to show harm. *See also Campbell v. Best Buy*
4 *Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying
5 certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy);
6 *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver
7 meal and rest period claims based on the predominance of individual issues).

8 44. Further, even if a class is certified, liability remains uncertain. The risks attendant to the
9 issue of Defendant’s liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*
10 *National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs
11 in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077,
12 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
13 individualized questions of fact not susceptible to class treatment.”).

14 45. Finally, even if a class is certified and Defendants are found liable for the class claims
15 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and
16 decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart*
17 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded
18 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and
19 directed the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber*
20 *Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification
21 action).

22 46. Collectively, the examples cited above illustrate the uncertain nature of class litigation.
23 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
24 factor favoring settlements.

25 47. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
26 recognizes that Defendants have factual and legal defenses that, if successful, would potentially defeat
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1 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation
2 can drastically affect the value of Plaintiff's claims and, in fact, already has.

3 48. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O'Conner v. Uber*
4 *Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59
5 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt
6 that if Defendants faced a large adverse judgement, Defendants undoubtedly have the resources to post
7 a bond and appeal. A post-judgment appeal by Defendants would have required many more years to
8 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
9 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
10 an uncertain result for three or more years in the future.

11 **IV. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ARE**
12 **REASONABLE**

13 49. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$60,000 which
14 is 5% of the Gross Settlement Amount. As illustrated above, this amount falls well within the range
15 of approved PAGA Payments. Seventy-five percent (75%) of the PAGA Payment (\$45,000) will be
16 paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA
17 Payment (\$15,000) to be distributed to the Aggrieved Employees ("Aggrieved Employee Payment"),
18 which is within the range of PAGA penalties approved by courts and should be approved.

19 50. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by
20 filing a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final
21 approval with the LWDA. On December 19, 2024, Plaintiff gave the LWDA notice of this motion
22 seeking final approval of this settlement.

23 I declare under the penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct. Executed this 19 day of December 2024, at San Diego, California.

25 **JCL LAW FIRM, APC**

26 By: 
27 Jean-Claude Lapuyade
28

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
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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
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- 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,
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- 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.

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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.

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").

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
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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
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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
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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
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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

1 Members solely in the year in which such monies actually are received by the
2 Settlement Class Members. It is the intent of the Parties that Individual Class
3 Payments and Aggrieved Employee Payments provided for in this Settlement
4 agreement are the sole payments to be made by Defendants to Settlement Class
5 Members and/or Aggrieved Employees in connection with this Settlement
6 Agreement, with the exception of Plaintiff, and that the Settlement Class
7 Members and/or Aggrieved Employees are not entitled to any new or additional
8 compensation or benefits as a result of having received the Individual Class
9 Payments and/or Aggrieved Employee Payment.
10

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

16 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
17 Employees shall remain valid and negotiable for one hundred and eighty (180)
18 days from the date of their issuance. If a Settlement Class Member and/or
19 Aggrieved Employee does not cash his or her settlement check within ninety
20 (90) days, the Settlement Administrator will send a letter to such persons,
21 advising that the check will expire after the one hundred eightieth (180th) day,
22 and invite that Settlement Class Member and/or Aggrieved Employee to
23 request reissuance in the event the check was destroyed, lost or misplaced. In
24 the event an Individual Class Payment and/or Aggrieved Employee Payment
25 has not been cashed within one hundred eighty (180) days, all funds
26 represented by such uncashed checks, plus any interest accrued thereon, shall
27 be distributed consistent with California Code of Civil Procedure Section 384
28

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 with Defendants, regardless of whether Class Counsel is currently aware of any facts
27 with Defendants, regardless of whether Class Counsel is currently aware of any facts
28 with Defendants, regardless of whether Class Counsel is currently aware of any facts

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

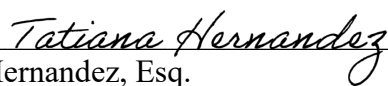
9 By: 

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.

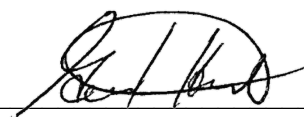
14 By: _____

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.

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA COUNTY OF TULARE	
Diaz Nunez, Manuel Plaintiff/Petitioner, vs. Titan Ag Services, Inc. Defendant/Respondent.	Jud. Officer: Bret Hillman Clerk: Mark Dimas Bailiff: R Nash CSR: Tamara Sumpter Interpreter: Language:
Minutes: Motion Hearing Other Date: July 16, 2024	Case No. VCU296822 Department 02 Related Cases:

Appearances: ☐ No Appearances

☐ Party: _____

☐ Remote Appearance

☐ Party: _____

☐ Remote Appearance

☐ Party: _____

☐ Remote Appearance

☐ Other: _____

☐ Remote Appearance

☒ Attorney: Perssia Razma, appearing remotely, representing Plaintiff

☒ Remote Appearance

☒ Attorney: Samuel Munson, via CourtCall, representing Defendant Titan AG Services

☒ Remote Appearance

☒ Attorney: Savana Ciavatta, via CourtCall, representing Defendant Royal Farms

☒ Remote Appearance

☒ Case called at 08:44 AM.

☒ No other appearances.

Motion: Pre-Lim Approval on behalf of Plaintiff Manuel Diaz Nunez.

☒ Oral argument requested on behalf of Plaintiff Manuel Diaz Nunez.

☒ Comments heard from Attorney Perssia Razma, representing Plaintiff.

ORDER: The Court adopts the Tentative Ruling as the Order of the Court as follows:

TENTATIVE RULING: To grant the motion and approval the settlement, as modified herein; to set the motion for final approval of settlement on January 28, 2025, 8:30 am, Dept 2.

1. Sufficiency of Amount of Settlement (Net Estimated: \$652,000)

The gross settlement amount is \$1,200,000. Plaintiff estimates 9,784 Class Members and 5,125 Aggrieved Employees for purposes of PAGA penalty payment.

Class Members expect an average gross recovery of approximately \$66.64.

Class Members consist of all non-exempt employees who are or previously were employed by Defendant Titan AG Services, Inc. ("Titan AG"), staffed to work at Defendant Royal Farms, Inc.'s ("Royal Farms") farms and performed work in California during the Class Period defined as March 21, 2019 through September 11, 2022.

"Aggrieved Employees" refers to 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 March 21, 2022, through September 11, 2022.

Plaintiff primarily alleged the following violations (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Minimum Wages in Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation Of Cal. Lab. Code §§ 510, et seq.; (4) Failure to Provide Required Meal Periods in Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation Of Cal. Lab Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Pay Wages When Due in Violation Of Cal. Labor Code §§ 201, 202 and 203; (7) Failure to Provide Accurate Itemized Statements in Violation Of Cal. Lab. Code § 226; (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802 and (9) Violation of PAGA.

Counsel projected liability exposure for class claims (excluding PAGA penalties) ranged between \$3,655,464.70 ("Conservative Model") and \$13,250,192 ("Aggressive Model") if successful at trial. (Declaration of Lapuyade ¶¶43.) Plaintiff has provided discussion of the value of each claim, applied various discount rates regarding the chance of success as to each claim which correspond to the final gross settlement amount. (Declaration of Lapuyade ¶¶44-54.) Additionally, the estimated PAGA liability ranged from between \$158,375 ("Conservative Model") to \$9,932,450 ("Aggressive Model.") (Declaration of Lapuyade ¶¶55-57.)

Defendants informally produced all time and pay records for Settlement Class members, key class data points, and other documents and information relevant to the claims alleged in advance of mediation. The parties reached the settlement after a full day of mediation.

The Court finds the information provided in support of the gross settlement amount sufficient for the Court to preliminarily approve the gross settlement amount, as the settlement amount appears to be within the recognized range of reasonableness given the claims and defenses asserted in this case.

Plaintiff's deductions from the gross settlement of \$1,200,000 are proposed as follows:

Proposed Court Approved Attorneys' Fees (33.3%):	\$400,000
Proposed Attorney Costs (Expended):	\$25,000
Proposed Enhancement Payment to Plaintiff:	\$10,000
Proposed Settlement Administrator Costs	\$53,000
Proposed Total PAGA Payment	\$75,000
Proposed Net Settlement Amount	\$652,000

2. Class Notice

The settlement agreement provides no claim form will be required of class members to participate in distributions. Only those wishing to object or opt out must file notice with the settlement administrator.

Objections or opt out notices are to be made within 60 days.

The Court regularly approves notice periods of 60 days or longer. The class notice period is approved.

With respect to the content of the Notice, the Court finds the Class Notice to be reasonable. It clearly provides to the class member an estimate of the settlement share the employee is to receive and provides adequate instructions for any class member to opt out of the settlement or to submit an objection

3. Enhancement Awards to Class Representative

The Court preliminarily approves Plaintiff Nunez as Class Representative for settlement only. The proposed enhancement award to Plaintiff is \$10,000.

The Court has, in past cases, approved enhancement awards of \$5,000 routinely. Enhancement payments "are fairly typical in class action cases." (*Cellphone Termination Fee Cases* (2010) 180 Cal.App.4th 1110, 1393.)

Enhancement payments "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958-959.) "[T]he rationale for making enhancement or incentive awards to named plaintiffs is that he or she should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.)

The Court's review of the declarations of Plaintiff indicates justification for the \$5,000 award, but no amount higher.

The Court will approve the enhancement award of \$5,000.

4. Attorneys' Fees and Costs

Attorneys' fees of 33.3% of the gross settlement fund of \$1,200,000 or \$400,000 and costs not to exceed \$25,000 are sought by Plaintiff's counsel.

Counsel has utilized the percentage of common fund methodology as well as provided adequate lodestar information to evaluate the reasonableness of the fee request.

Counsel Hernández indicates 24.2 hours at the rate of \$829 per hour for a lodestar of \$24,061.80. (Declaration of Hernández ¶18.)

Counsel Zakay indicates 108.4 hours at \$600 per hour for a lodestar of \$61,974. (Declaration of Zakay ¶¶6, 7)

Counsel Lapuyade indicates 275.7 hours at rates ranging from \$700 to \$400 for a total lodestar of \$148,510. (Declaration of Lapuyade ¶¶10, 16.)

Therefore, the total lodestar for all three firms is \$234,993.30. (Declaration of Lapuyade ¶13)

In order to award the \$400,000 requested, the Court would need to apply a multiplier of 1.7. The Court will permit a maximum multiplier of 1.5. The Court has reviewed the declarations of counsel in support of the final approval motion as to what is now an additional .2, but, in its discretion, rules that the additional .5 awarded adequately takes into account the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented. (See *In re Vitamin Cases* (2003) 110 Cal.App.4th 1041, 1052 quoting *Thayer v. Wells Fargo Bank* (2001) 92 Cal.App.4th 819, 833) Despite any agreement by the parties to the contrary or the unopposed nature of the motion, the Court has an independent responsibility to review the attorney fee provision of the settlement agreement and award an amount that it determines to be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 128.)

Therefore, the Court will approve \$352,482.95 in fees.

The Court notes that Counsel Lapuyade and Counsel Zakay each declare they expect to spend an additional 20-30 hours each between approval of this motion and final approval. The Court intends to examine the billing records as to this additional work upon presentation via the final approval motion as to this additional 40 to 60 hours.

As to costs, counsel indicates presently incurred costs of \$15,920.57 total. (Declaration of Lapuyade ¶21; Declaration of Zakay ¶11.) The Court, therefore, preliminarily approves no more than \$25,000 in costs.

5. Claims Administrator

The court preliminarily approves Apex Class Action, LLC as the claims administrator for this class action based both on prior experience with this settlement administrator in other class actions litigated in this Court and the declaration of its Chief Executive Officer. The Court preliminarily approves administration costs not to exceed \$53,000, which appears reasonable given the size of the class.

6. Unclaimed Settlement Proceeds

The Court preliminarily approves the distribution of unclaimed settlement proceeds The Children's Advocacy Institute ("CAI") in accordance with Code of Civil Procedure section 384.

7. Release

The Court finds the proposed release of claims reasonable under the circumstances.

8. LWDA Notice

Counsel's declaration indicates confirmation from the LWDA of receipt of proof of submission of the proposed settlement agreement. (Lab. Code, § 2699, subd. (l)(2).) (Declaration of Lapuyade – Ex. 2.)

9. Class Certification

Code of Civil Procedure section 382 permits certification "when the question is of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court." (Code Civ. Proc. § 382.) The plaintiff bears the burden of demonstrating that class certification under section 382 is proper. (See *City of San Jose v. Superior Court* (1974) 12 Cal.3d 447, 460.) To do so, "[t]he party advocating class treatment must demonstrate the existence of an ascertainable and sufficiently numerous class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.)

Here, the Motion and accompanying declaration of Counsel Lapuyade sufficiently sets forth the basis for finding the class is numerous and ascertainable as 9,784 employees have been identified through Defendant's employment records. Additionally, common questions of law and fact predominate within the individual causes of action based on class wide policies and procedures of Defendant. Further, the class representative, through her declaration, indicates they will adequately and fairly represent the Class Members and will not place their interests above any Class Member. The Class Representative was employed by the Defendant during the relevant time period and thus worked under the same policies and procedures as the Class Members.

The preliminarily approved deductions from the gross settlement of \$1,200,000 therefore are as follows:

Preliminarily Approved Attorneys' Fees (1.5 Lodestar):	\$352,482.95
Preliminarily Approved Attorney Costs (Up To):	\$25,000
Preliminarily Approved Enhancement Payment to Plaintiff:	\$5,000
Preliminarily Approved Settlement Administrator Costs	\$53,000
Preliminarily Approved Total PAGA Payment	\$75,000
Preliminarily Approved Net Settlement Amount	\$689,517.05

The Court, therefore, sets the hearing on the motion for final approval January 28, 2025, 8:30 am, Dept 2.

☒ Clerk to provide notice to parties by mail.

07/16/2024

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

Visalia Division
221 S Mooney Blvd, Room 124
Visalia, CA 93291
559.730.5000

STEPHANIE CAMERON, CLERK
Mark Dimas, Deputy

Diaz Nunez, Manuel
Plaintiff/Petitioner,

vs.

Titan Ag Services, Inc.
Defendant/Respondent.

)
)
) Case No. VCU296822
)
)
)
)
)

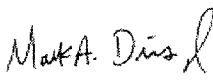
CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause.

I certify that I caused the Minute Order dated July 16, 2024, to be served on the persons listed below in the following manner:

☒ BY MAIL: I placed the documents for collection and mailing on the date shown, so as to cause it to be mailed in a sealed envelope with postage fully prepaid on that date following standard court practices to the persons and addresses shown. The mailing and this certification occurred at Visalia, California on July 16, 2024.

STEPHANIE CAMERON,
CLERK OF THE SUPERIOR COURT
COUNTY OF TULARE

By 
Mark Dimas, Deputy Clerk

Names and Mailing/E-Mail Address of Person(s) Served:

GERARDO HERNANDEZ
LITTLER MENDELSON P.C
5200 N PALM AVE STE 302
FRESNO, CA 93704

TATIANA HERNANDEZ
LAW OFFICES OF TATIANA HERNANDEZ, P.C.
315 SOUTH BEVERLY DRIVE STE 504
BEVERLY HILLS, CA 90212

JEAN CLAUDE LAPUYADE
JCL LAW FIRM
5440 MOREHOUSE DRIVE, SUITE 3600
SAN DIEGO, CA 92121.

CHRISTINA TILLMAN
MCCORMICK, EARSTOW, SHEPPARD, WAYTE & CARRUTH LLP
7647 N FRESNO ST
FRESNO, CA 93720

EXHIBIT 3

Esbeidy Campos

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, June 21, 2024 12:04 PM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

06/21/2024 12:02:56 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Atorneys_General_Act.htm&data=05%7C02%7Cjheming%40jcl-lawfirm.com%7Cd6b029e102c241c4b0e508dc9224e616%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638545934389115820%7CUnknown%7CTWFpbGZsb3d8eyJWlIjojMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ikl1haWwiLCJXVCi6Mn0%3D%7C0%7C%7C%7C&sdata=K2PbKo3COcTFhm%2FCHOT33HJXYvy7%2BfMhqaQ7ONvxbQs%3D&reserved=0

EXHIBIT 4

EXHIBIT 5

JCL Law Firm
Unbilled Time
Activity: All Dates

Activity	Date	Posting	Employee	Memo/Description	Rate	Duration	Amount	Balance
Nunez v. Titan (002-461)								
	01/30/2023	No	Jean Claude Lapuyade	Fact Investigation - Client Intake Call	700.00	1.1	770.00	770.00
	02/01/2023	No	Jean Claude Lapuyade	Fact Investigation - R&R Client Documents (Wage statements, W-2 and Hiring Documents)	700.00	1.1	770.00	1,540.00
	02/03/2023	No	Jean Claude Lapuyade	Case Management - TCW Client Re Claims Evaluation, File Demand and Timeline	700.00	0.5	350.00	1,890.00
	02/06/2023	No	Jennifer Heming	Review and organize client documents	225.00	0.4	90.00	1,980.00
	02/10/2023	No	Jean Claude Lapuyade	Legal Research - Defendant Entity Research, ROA and SOS for identified Defendants and File Demand Statutes	700.00	2.9	2,030.00	4,010.00
	02/15/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited File Demand and Emails to/from Client Re Authorization	700.00	1.7	1,190.00	5,200.00
	02/17/2023	No	Jennifer Heming	Review, finalize, and mail demand for employee file	225.00	0.7	157.50	5,357.50
	02/17/2023	No	Jennifer Heming	Review, finalize, and send letter to client	225.00	0.3	67.50	5,425.00
	03/06/2023	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee File Production and Client Documents	700.00	3.7	2,590.00	8,015.00
	03/08/2023	No	Jean Claude Lapuyade	Legal Research - Claim Analysis (OTC, 2802, Meal, Rest and 226)	700.00	4.1	2,870.00	10,885.00
	03/08/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	10,997.50
	03/09/2023	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client Re Claims	700.00	1.8	1,260.00	12,257.50
	03/17/2023	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements (Statutes and Cases)	700.00	3.5	2,450.00	14,707.50
	03/20/2023	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	700.00	5	3,500.00	18,207.50
	03/20/2023	No	Jennifer Heming	Review, finalize, and mail second demand for employee file	225.00	0.5	112.50	18,320.00
	03/21/2023	No	Jennifer Heming	Review, finalize, and file PAGA letter with LWDA	225.00	0.9	202.50	18,522.50
	03/21/2023	No	Jennifer Heming	Mail PAGA Letter	225.00	0.4	90.00	18,612.50
	03/21/2023	No	Jennifer Heming	Review, finalize, and file complaint and initiating docs	225.00	2	450.00	19,062.50
	03/21/2023	No	Monnett DeLaTorre	Review original Complaint being filed, review documents provided by client and file and prepare notes of relevant information.	625.00	2	1,250.00	20,312.50
	04/11/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	20,425.00
	04/21/2023	No	Jennifer Heming	Review and save Defendant's Letter re employee file	225.00	0.3	67.50	20,492.50
	04/28/2023	No	Jean Claude Lapuyade	Pleadings - R&R Defendant's Answer	700.00	1.5	1,050.00	21,542.50
	04/28/2023	No	Jean Claude Lapuyade	Legal Research - Motion to strike Demurrer Answer (SOL, 14th Amendment)	700.00	3	2,100.00	23,642.50
	05/01/2023	No	Monnett DeLaTorre	Review initial email from opposing counsel notifying of representation of Defendants.	625.00	0.1	62.50	23,705.00
	05/02/2023	No	Jean Claude Lapuyade	Pleadings - Emails to/from OC Re Extension on Responsive Pleadings	700.00	0.4	280.00	23,985.00
	05/04/2023	No	Jennifer Heming	Review and save Defendant's answer	225.00	0.6	135.00	24,120.00
	05/04/2023	No	Monnett DeLaTorre	Review Defendant's Answer to Complaint and note relevant information.	625.00	1.1	687.50	24,807.50
	05/10/2023	No	Jennifer Heming	Review and save Defendant's answer	225.00	0.1	22.50	24,830.00
	05/16/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	24,942.50
	05/16/2023	No	Jennifer Heming	Review, finalize, and serve SI	225.00	1	225.00	25,167.50
	05/23/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Amend	700.00	0.2	140.00	25,307.50
	05/25/2023	No	Monnett DeLaTorre	Review stip to amend and FAC and provide edis.	625.00	1.5	937.50	26,245.00
	05/26/2023	No	Jean Claude Lapuyade	Pleadings - Emails to/from OC Re FAC	700.00	0.7	490.00	26,735.00
	05/26/2023	No	Monnett DeLaTorre	Review email from opposing counsel regarding their position as to Stipulation and First amended Complaint.	625.00	0.1	62.50	26,797.50
	05/31/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Status	700.00	0.5	350.00	27,147.50
	05/31/2023	No	Monnett DeLaTorre	Review multiple emails between all the parties regarding agreeing to mediation.	625.00	0.4	250.00	27,397.50
	06/02/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.3	210.00	27,607.50
	06/02/2023	No	Jennifer Heming	Review, finalize, file, and serve stipulation for leave to amend	225.00	1	225.00	27,832.50
	06/05/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re M&C Call	700.00	0.3	210.00	28,042.50
	06/06/2023	No	Jennifer Heming	Review, finalize, file, and serve FAC	225.00	1.2	270.00	28,312.50
	06/06/2023	No	Jennifer Heming	Review Court's order for leave to amend and calendar deadline	225.00	0.5	112.50	28,425.00
	06/06/2023	No	Monnett DeLaTorre	Review multiple emails between the parties regarding setting of mediation, class size and potential sampling.	625.00	0.5	312.50	28,737.50
	06/08/2023	No	Jennifer Heming	File conformed complaint with LWDA	225.00	0.4	90.00	28,827.50
	06/12/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re M&C Case Status	700.00	0.6	420.00	29,247.50
	06/15/2023	No	Jennifer Heming	Review and save Defendant's SI responses	225.00	0.2	45.00	29,292.50
	06/15/2023	No	Monnett DeLaTorre	Review Defendant's response to special interrogatory no. 1.	625.00	0.2	125.00	29,417.50

06/17/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.4	280.00	29,697.50
06/20/2023	No	Jennifer Heming	Review and save Defendant's SI responses	225.00	0.2	45.00	29,742.50
06/20/2023	No	Monnett DeLaTorre	Review Defendant Royal Farms' Response to special interrogatory no. 1.	625.00	0.2	125.00	29,867.50
06/22/2023	No	Sydney Castillo-Johnson	File maintenance	450.00	0.5	225.00	30,092.50
06/28/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension and Mediation	700.00	0.4	280.00	30,372.50
07/06/2023	No	Jean Claude Lapuyade	Pleadings - R&R Answer to FAC	700.00	1.5	1,050.00	31,422.50
07/06/2023	No	Jennifer Heming	Review and save Defendant's answer to FAC	225.00	0.2	45.00	31,467.50
07/06/2023	No	Monnett DeLaTorre	Review CMS and prepare edits for purposes of filing in preparation of CMC.	625.00	0.4	250.00	31,717.50
07/06/2023	No	Monnett DeLaTorre	Review Defendant Titan's answer to the FAC.	625.00	1.1	687.50	32,405.00
07/07/2023	No	Jean Claude Lapuyade	Case Management - R&R Defendant's CMS	700.00	0.4	280.00	32,685.00
07/07/2023	No	Jennifer Heming	Review and save Defendant's answer to FAC	225.00	0.2	45.00	32,730.00
07/07/2023	No	Jennifer Heming	Review and save Defendant's CMS	225.00	0.1	22.50	32,752.50
07/07/2023	No	Jennifer Heming	Review, finalize, file, and serve CMS	225.00	0.8	180.00	32,932.50
07/07/2023	No	Monnett DeLaTorre	Review Defendant Royal Farms CMS and Answer to the FAC.	625.00	1.5	937.50	33,870.00
07/10/2023	No	Jean Claude Lapuyade	Case Management - R&R Defendant's CMS	700.00	0.2	140.00	34,010.00
07/10/2023	No	Jennifer Heming	Client update	225.00	0.5	112.50	34,122.50
07/10/2023	No	Jennifer Heming	Review and save Defendant's CMS	225.00	0.1	22.50	34,145.00
07/10/2023	No	Monnett DeLaTorre	Review Defendat Titan's CMS and notice of appearance in preparation for CMC.	625.00	0.4	250.00	34,395.00
07/11/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Belaire and M&C Letter	700.00	0.2	140.00	34,535.00
07/12/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation and Discovery	700.00	0.6	420.00	34,955.00
07/12/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	35,067.50
07/12/2023	No	Monnett DeLaTorre	Team strategy meeting with respect to discovery and scope of meet and confer letters needed.	625.00	0.5	312.50	35,380.00
07/13/2023	No	Jennifer Heming	Review, finalize, and serve M&C Letter on OC re SI, calendar deadlines	225.00	0.5	112.50	35,492.50
07/13/2023	No	Monnett DeLaTorre	Review, revise Discovery Meet and Confer letter and Belaire and research issue as to custody	625.00	1	625.00	36,117.50
07/13/2023	No	Monnett DeLaTorre	Review and edit meet and confer letter and draft Belaire.	625.00	1	625.00	36,742.50
07/20/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Extension	700.00	0.3	210.00	36,952.50
07/21/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.6	420.00	37,372.50
07/21/2023	No	Monnett DeLaTorre	Review additional emails exchanged between the parties regarding Mediation and estimates size of the class.	625.00	0.4	250.00	37,622.50
07/24/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.4	280.00	37,902.50
07/24/2023	No	Jean Claude Lapuyade	Discovery - Meeting w/ Co Counsel Re Discovery Plan	700.00	1.5	1,050.00	38,952.50
07/24/2023	No	Sydney Castillo-Johnson	Attend CMC	450.00	0.5	225.00	39,177.50
07/27/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	700.00	0.5	350.00	39,527.50
07/31/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.5	350.00	39,877.50
08/01/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Status	700.00	0.2	140.00	40,017.50
08/01/2023	No	Jennifer Heming	Schedule call with OC	225.00	0.4	90.00	40,107.50
08/01/2023	No	Sydney Castillo-Johnson	Mediation - emails re setting mediation	450.00	0.8	360.00	40,467.50
08/02/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.3	210.00	40,677.50
08/02/2023	No	Monnett DeLaTorre	Review additional emails exchanged between the parties regarding mediation.	625.00	0.3	187.50	40,865.00
08/02/2023	No	Monnett DeLaTorre	Review and revise stip to stay and data demand to be sent to opposing counsel.	625.00	1	625.00	41,490.00
08/03/2023	No	Monnett DeLaTorre	Review email from mediator and attached documents (6) regarding mediation, expectations for mediation and requirements for mediation.	625.00	1.5	937.50	42,427.50
08/03/2023	No	Sydney Castillo-Johnson	Mediation - review and revise stip to stay and data demand	450.00	0.8	360.00	42,787.50
08/09/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay and Mediation Data Demand	700.00	0.3	210.00	42,997.50
08/23/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re MTC Deadline	700.00	0.6	420.00	43,417.50
08/23/2023	No	Sydney Castillo-Johnson	Review stip to stay and MTC deadline	450.00	0.3	135.00	43,552.50
08/24/2023	No	Monnett DeLaTorre	Review Defendant Titan's edits to stip to stay and confirm acceptance of edits.	625.00	0.5	312.50	43,865.00
08/24/2023	No	Sydney Castillo-Johnson	Email re MTC deadline	450.00	0.2	90.00	43,955.00
08/30/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Class Data	700.00	0.7	490.00	44,445.00
08/30/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC RE MTC Deadline	700.00	0.4	280.00	44,725.00
08/30/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	44,837.50
08/30/2023	No	Monnett DeLaTorre	Email to opposing counsel following up on class size.	625.00	0.1	62.50	44,900.00
08/30/2023	No	Monnett DeLaTorre	Review and exchange multiple emails with opposing counsel regarding class size and what will be produced prior to mediation.	625.00	0.4	250.00	45,150.00
08/30/2023	No	Sydney Castillo-Johnson	Emails re sampling	450.00	1	450.00	45,600.00
08/31/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	1.2	840.00	46,440.00

08/31/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	700.00	0.5	350.00	46,790.00
08/31/2023	No	Jean Claude Lapuyade	Discovery - Revised and Edited Stip to Stay	700.00	0.8	560.00	47,350.00
08/31/2023	No	Monnett DeLaTorre	Follow up email to opposing counsel requesting extension of pending MTC deadline.	625.00	0.1	62.50	47,412.50
08/31/2023	No	Sydney Castillo-Johnson	Emails re MTC deadline and stip	450.00	0.5	225.00	47,637.50
09/05/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	700.00	0.8	560.00	48,197.50
09/12/2023	No	Jean Claude Lapuyade	Case Management - R&R D's CMS	700.00	0.3	210.00	48,407.50
09/12/2023	No	Jennifer Heming	Client update	225.00	0.5	112.50	48,520.00
09/12/2023	No	Jennifer Heming	Review and save Defendants' CMSs	225.00	0.3	67.50	48,587.50
09/12/2023	No	Jennifer Heming	Review, finalize, file, and serve CMS	225.00	0.8	180.00	48,767.50
09/12/2023	No	Monnett DeLaTorre	Review Defendant Royal Farms CMS.	625.00	0.2	125.00	48,892.50
09/26/2023	No	Sydney Castillo-Johnson	Prep CMC	450.00	0.3	135.00	49,027.50
09/27/2023	No	Sydney Castillo-Johnson	Attend CMC	450.00	0.7	315.00	49,342.50
10/06/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	700.00	0.4	280.00	49,622.50
10/06/2023	No	Jennifer Heming	Review, finalize, file, and serve stipulation to stay	225.00	1.2	270.00	49,892.50
10/09/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Stay	700.00	0.5	350.00	50,242.50
10/09/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	50,355.00
10/10/2023	No	Monnett DeLaTorre	Review status of emails, review production deadline and follow up with counsel regarding pre-mediation data.	625.00	0.3	187.50	50,542.50
10/11/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data Demand	700.00	0.4	280.00	50,822.50
10/11/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.4	280.00	51,102.50
10/11/2023	No	Monnett DeLaTorre	Follow up email to opposing counsel clarifying production deadline and following up on sample size.	625.00	0.1	62.50	51,165.00
10/12/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data	700.00	0.2	140.00	51,305.00
10/12/2023	No	Monnett DeLaTorre	Follow up email to opposing counsel regarding pre-mediation data and class size.	625.00	0.1	62.50	51,367.50
10/17/2023	No	Jennifer Heming	Review Court's order to stay, calendar hearing and deadlines	225.00	0.5	112.50	51,480.00
10/18/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Class Data	700.00	0.7	490.00	51,970.00
10/19/2023	No	Monnett DeLaTorre	Review and exchange additional emails with opposing counsel regarding class size, production date and scope of records that will be produced.	625.00	0.4	250.00	52,220.00
10/20/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.8	560.00	52,780.00
10/23/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.6	420.00	53,200.00
11/06/2023	No	Jennifer Heming	Save Defendant mediation data	225.00	0.2	45.00	53,245.00
11/09/2023	No	Monnett DeLaTorre	Review original intake about individual claims, conduct follow up conversation and prepare RTS complaint to be filed.	625.00	2.7	1,687.50	54,932.50
11/10/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.4	280.00	55,212.50
11/10/2023	No	Monnett DeLaTorre	Follow up email to opposing counsel confirming he will produce data before cancelation deadline.	625.00	0.1	62.50	55,275.00
11/13/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.4	280.00	55,555.00
11/13/2023	No	Jennifer Heming	Save Defendant mediation data	225.00	0.2	45.00	55,600.00
11/13/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	55,712.50
11/14/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	700.00	0.8	560.00	56,272.50
11/20/2023	No	Jean Claude Lapuyade	Discovery - R&R Supp. Mediation Production (Time and Payroll for Named Plaintiffs)	700.00	3	2,100.00	58,372.50
11/20/2023	No	Jennifer Heming	Save Defendant mediation data	225.00	0.2	45.00	58,417.50
11/20/2023	No	Monnett DeLaTorre	Review Defendant's pre-mediation data in preparation for mediation and prepare notes of relevant information.	625.00	3.9	2,437.50	60,855.00
11/21/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.6	420.00	61,275.00
11/27/2023	No	Sydney Castillo-Johnson	Mediation - emails re data	450.00	0.4	180.00	61,455.00
11/28/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re data Analysis	700.00	1.5	1,050.00	62,505.00
11/28/2023	No	Sydney Castillo-Johnson	Meditation - review file and claims	450.00	2.3	1,035.00	63,540.00
12/01/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re P.O.	700.00	0.6	420.00	63,960.00
12/01/2023	No	Sydney Castillo-Johnson	Mediation - emails re data, review and revise PO	450.00	2.5	1,125.00	65,085.00
12/04/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re PO	700.00	0.4	280.00	65,365.00
12/04/2023	No	Jennifer Heming	Review, finalize, file, and serve proposed protective order	225.00	0.8	180.00	65,545.00
12/05/2023	No	Jean Claude Lapuyade	Discovery - - Emails to/from OC Re Mediation Data	700.00	0.5	350.00	65,895.00
12/05/2023	No	Sydney Castillo-Johnson	Mediation - follow up on data, review data production	450.00	4.2	1,890.00	67,785.00
12/05/2023	No	Sydney Castillo-Johnson	Legal research - mediation brief claims, time records, rounding, meals	450.00	4.5	2,025.00	69,810.00
12/06/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.8	560.00	70,370.00
12/06/2023	No	Sydney Castillo-Johnson	Mediation - client call re claims	450.00	0.4	180.00	70,550.00
12/06/2023	No	Sydney Castillo-Johnson	Mediation - review mediation data	450.00	5.6	2,520.00	73,070.00
12/07/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Payroll Data and Emails to/from Expert Re Analysis	700.00	3.3	2,310.00	75,380.00

12/07/2023	No	Jean Claude Lapuyade	Discovery - R&R Updated Expert Report and Emails Re the Same	700.00	1	700.00	76,080.00
12/07/2023	No	Jennifer Heming	Save Defendant mediation data	225.00	0.3	67.50	76,147.50
12/07/2023	No	Sydney Castillo-Johnson	Mediation - draft brief, call with expert, review data production	450.00	6.9	3,105.00	79,252.50
12/07/2023	No	Sydney Castillo-Johnson	Mediation - client call re claims	450.00	0.5	225.00	79,477.50
12/07/2023	No	Sydney Castillo-Johnson	Mediation - emails re executed PO	450.00	0.3	135.00	79,612.50
12/08/2023	No	Jennifer Heming	Review and save expert mediation report	225.00	0.1	22.50	79,635.00
12/08/2023	No	Jennifer Heming	Review and save expert mediation damage model	225.00	0.1	22.50	79,657.50
12/08/2023	No	Sydney Castillo-Johnson	Legal research - OTC; rest periods; premium payments	450.00	2.4	1,080.00	80,737.50
12/10/2023	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Mediation Brief	700.00	1.2	840.00	81,577.50
12/11/2023	No	Jennifer Heming	Review and save revised expert mediation damage model	225.00	0.1	22.50	81,600.00
12/11/2023	No	Jennifer Heming	Review and save revised expert mediation report	225.00	0.1	22.50	81,622.50
12/13/2023	No	Jean Claude Lapuyade	Mediation - Attended Mediation	700.00	8	5,600.00	87,222.50
12/13/2023	No	Monnett DeLaTorre	Mediation - Attended Mediation	625.00	8	5,000.00	92,222.50
12/13/2023	No	Sydney Castillo-Johnson	Mediation - attend mediation	450.00	8	3,600.00	95,822.50
12/14/2023	No	Jean Claude Lapuyade	Settlement - R&R MOU and Emails Re Same	700.00	1.6	1,120.00	96,942.50
12/14/2023	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	0.4	180.00	97,122.50
12/15/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.8	560.00	97,682.50
12/15/2023	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	0.5	225.00	97,907.50
12/17/2023	No	Jean Claude Lapuyade	Settlement - Revised and Edited MOU	700.00	1	700.00	98,607.50
12/19/2023	No	Sydney Castillo-Johnson	Settlement - follow up on MOU	450.00	0.2	90.00	98,697.50
12/20/2023	No	Sydney Castillo-Johnson	Discovery - emails re MTC deadline	450.00	1	450.00	99,147.50
12/21/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	700.00	0.3	210.00	99,357.50
12/28/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.6	420.00	99,777.50
12/29/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.6	420.00	100,197.50
12/29/2023	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	0.3	135.00	100,332.50
01/08/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.4	280.00	100,612.50
01/08/2024	No	Sydney Castillo-Johnson	Settlement - follow up on MOU	450.00	0.1	45.00	100,657.50
01/10/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	0.3	135.00	100,792.50
01/11/2024	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited CMS	700.00	0.9	630.00	101,422.50
01/16/2024	No	Jean Claude Lapuyade	Case Management - R&R CMC Statement	700.00	0.3	210.00	101,632.50
01/16/2024	No	Jennifer Heming	Review, finalize, file, and serve CMS	225.00	0.7	157.50	101,790.00
01/16/2024	No	Jennifer Heming	Client update	225.00	0.5	112.50	101,902.50
01/16/2024	No	Jennifer Heming	Review and save Defendant's CMS	225.00	0.2	45.00	101,947.50
01/16/2024	No	Sydney Castillo-Johnson	Case management - emails re MOU, CMC statement	450.00	0.4	180.00	102,127.50
01/17/2024	No	Jennifer Heming	Review and save Defendant's CMS	225.00	0.2	45.00	102,172.50
01/17/2024	No	Monnett DeLaTorre	Review Defendant Titan's CMS.	625.00	0.3	187.50	102,360.00
01/19/2024	No	Sydney Castillo-Johnson	Settlement - follow up on MOU	450.00	0.1	45.00	102,405.00
01/23/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.5	350.00	102,755.00
01/23/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	0.1	45.00	102,800.00
01/25/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.4	280.00	103,080.00
01/25/2024	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	103,192.50
01/25/2024	No	Sydney Castillo-Johnson	Case management - case meeting	450.00	0.3	135.00	103,327.50
01/26/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.8	560.00	103,887.50
01/30/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from Staff Re CMC	700.00	0.2	140.00	104,027.50
01/31/2024	No	Perssia Razma	Hearings- attended CMC	400.00	1	400.00	104,427.50
01/31/2024	No	Sydney Castillo-Johnson	Case management - review hearing summary, emails re MPA and judge requirements	450.00	0.8	360.00	104,787.50
02/01/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE MOU	700.00	0.5	350.00	105,137.50
02/01/2024	No	Sydney Castillo-Johnson	Case management - emails re call with OC	450.00	0.8	360.00	105,497.50
02/02/2024	No	Jean Claude Lapuyade	Settlement - TCW OC Re Workweek Count	700.00	0.5	350.00	105,847.50
02/02/2024	No	Jennifer Heming	Schedule call with OC	225.00	0.2	45.00	105,892.50
02/02/2024	No	Perssia Razma	Settlement- email discussion w/ co-counsel re MOU	400.00	0.6	240.00	106,132.50
02/02/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU and call with OC	450.00	0.8	360.00	106,492.50
02/05/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	700.00	0.3	210.00	106,702.50
02/05/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC re Workweek Calculation	700.00	0.6	420.00	107,122.50

02/07/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.7	490.00	107,612.50
02/07/2024	No	Jennifer Heming	Email OC re MTC	225.00	0.1	22.50	107,635.00
02/08/2024	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	107,747.50
02/13/2024	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised MOU with Defense Edits	700.00	1.2	840.00	108,587.50
02/16/2024	No	Sydney Castillo-Johnson	Settlement - Emails to/from OC Re MOU	450.00	0.9	405.00	108,992.50
02/16/2024	No	Sydney Castillo-Johnson	Case management - client call	450.00	0.2	90.00	109,082.50
02/20/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.4	280.00	109,362.50
02/20/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU, call with OC	450.00	0.6	270.00	109,632.50
02/22/2024	No	Perssia Razma	Case management- read emails to/from oc re settlement discussions	400.00	0.5	200.00	109,832.50
02/22/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	1	450.00	110,282.50
02/23/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC SAR	700.00	0.7	490.00	110,772.50
02/26/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.3	210.00	110,982.50
02/26/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re settlement terms	400.00	0.5	200.00	111,182.50
02/27/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	1	700.00	111,882.50
02/27/2024	No	Perssia Razma	Settlement- emails w/ oc re MOU	400.00	0.5	200.00	112,082.50
02/29/2024	No	Sydney Castillo-Johnson	Settlement - R&R MOU	450.00	0.4	180.00	112,262.50
03/01/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.3	210.00	112,472.50
03/01/2024	No	Jennifer Heming	Email to Client re MOU	225.00	0.1	22.50	112,495.00
03/01/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU, finalize MOU, emails re client update and client call	450.00	1	450.00	112,945.00
03/04/2024	No	Jennifer Heming	Email to OC re MOU	225.00	0.1	22.50	112,967.50
03/11/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.2	140.00	113,107.50
03/11/2024	No	Jennifer Heming	Email from OC re MOU	225.00	0.1	22.50	113,130.00
03/12/2024	No	Jennifer Heming	Email to OC re MOU	225.00	0.1	22.50	113,152.50
03/12/2024	No	Jennifer Heming	Call to Clerk to reserve MPA hearing date	225.00	0.5	112.50	113,265.00
03/12/2024	No	Jennifer Heming	Emails to OC re MTC	225.00	0.2	45.00	113,310.00
03/12/2024	No	Jennifer Heming	Calendar MPA hearing date and deadlines	225.00	0.3	67.50	113,377.50
03/12/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re mtc deadline	400.00	0.2	80.00	113,457.50
03/12/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	0.8	360.00	113,817.50
03/12/2024	No	Sydney Castillo-Johnson	Law and Motion - emails re MPA	450.00	0.6	270.00	114,087.50
03/13/2024	No	Jennifer Heming	Formatting on SAR	225.00	0.6	135.00	114,222.50
03/13/2024	No	Sydney Castillo-Johnson	Settlement - draft SAR	450.00	0.5	225.00	114,447.50
03/20/2024	No	Sydney Castillo-Johnson	Settlement - review prior orders re MPA and SAR	450.00	1.4	630.00	115,077.50
03/21/2024	No	Sydney Castillo-Johnson	Settlement - request admin bids, review MOU in order to draft SAR, draft SAR	450.00	3.1	1,395.00	116,472.50
03/22/2024	No	Jennifer Heming	File maintenance - save admin bid.	225.00	0.1	22.50	116,495.00
03/22/2024	No	Jennifer Heming	Email corres. to Admins for bids.	225.00	0.6	135.00	116,630.00
03/22/2024	No	Sydney Castillo-Johnson	Settlement - draft SAR and notice	450.00	3.2	1,440.00	118,070.00
03/25/2024	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised Long Form Class Settlement and Emails to/from Co Counsel Re Same	700.00	3.9	2,730.00	120,800.00
03/25/2024	No	Jennifer Heming	Emails to admins re bids	225.00	0.3	67.50	120,867.50
03/25/2024	No	Perssia Razma	Case management- emails w/ co-counsel re MPA	400.00	0.3	120.00	120,987.50
03/25/2024	No	Sydney Castillo-Johnson	Settlement - request admin bids	450.00	0.4	180.00	121,167.50
03/27/2024	No	Sydney Castillo-Johnson	Settlement - revise SAR and notice	450.00	1.7	765.00	121,932.50
03/28/2024	No	Perssia Razma	Settlement- reviewed SAR drafts	400.00	1	400.00	122,332.50
04/04/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re SAR drafts	400.00	0.3	120.00	122,452.50
04/04/2024	No	Sydney Castillo-Johnson	Settlement - review OC revisions to SAR and notice	450.00	0.6	270.00	122,722.50
04/08/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.4	280.00	123,002.50
04/08/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re SAR drafts	400.00	1	400.00	123,402.50
04/08/2024	No	Sydney Castillo-Johnson	Case management - client call	450.00	0.1	45.00	123,447.50
04/08/2024	No	Sydney Castillo-Johnson	Settlement - review OC revisions to SAR, emails re revisions, emails re client call	450.00	1.2	540.00	123,987.50
04/09/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	700.00	0.3	210.00	124,197.50
04/09/2024	No	Jennifer Heming	Send SARs to client. Calendaring.	225.00	0.3	67.50	124,265.00
04/09/2024	No	Jennifer Heming	Emails to OC re MTC	225.00	0.3	67.50	124,332.50
04/09/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re MTC deadline	400.00	0.2	80.00	124,412.50
04/09/2024	No	Sydney Castillo-Johnson	Settlement - finalize SAR, emails re client call	450.00	0.8	360.00	124,772.50
04/12/2024	No	Sydney Castillo-Johnson	Settlement - revise SAR, emails re SAR and add'l provisions	450.00	2	900.00	125,672.50

04/15/2024	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client Re SAR and Settlement Timeline	700.00	1.9	1,330.00	127,002.50
04/15/2024	No	Jennifer Heming	File maintenance.	225.00	0.5	112.50	127,115.00
04/15/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re SAR	400.00	0.3	120.00	127,235.00
04/15/2024	No	Sydney Castillo-Johnson	Settlement - revise and finalize SAR	450.00	0.5	225.00	127,460.00
04/17/2024	No	Perssia Razma	Case management- emails w/ co-counsel re SAR drafts	400.00	0.4	160.00	127,620.00
04/17/2024	No	Sydney Castillo-Johnson	Settlement - client call re SAR	450.00	0.6	270.00	127,890.00
04/18/2024	No	Sydney Castillo-Johnson	Case management - review and revise CMS	450.00	0.3	135.00	128,025.00
04/19/2024	No	Jennifer Heming	Email to OC re M&C on CMS	225.00	0.3	67.50	128,092.50
04/19/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re CMS	400.00	0.2	80.00	128,172.50
04/23/2024	No	Jennifer Heming	Review, finalize, file, and serve CMS.	225.00	0.7	157.50	128,330.00
04/23/2024	No	Jennifer Heming	Client update.	225.00	0.5	112.50	128,442.50
04/23/2024	No	Sydney Castillo-Johnson	Case management - emails re CMS	450.00	0.3	135.00	128,577.50
04/24/2024	No	Jennifer Heming	Review client docs	225.00	0.3	67.50	128,645.00
04/25/2024	No	Jennifer Heming	File maintenance	225.00	0.3	67.50	128,712.50
04/26/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	128,922.50
04/26/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR revisions	450.00	0.3	135.00	129,057.50
04/27/2024	No	Sydney Castillo-Johnson	Case management - emails re call summary and call with OC	450.00	0.3	135.00	129,192.50
04/29/2024	No	Jennifer Heming	Emails to settlement admin	225.00	0.1	22.50	129,215.00
04/29/2024	No	Perssia Razma	Case management- emails w/ admin re revised bids	400.00	0.2	80.00	129,295.00
04/29/2024	No	Sydney Castillo-Johnson	Settlement - request revised admin bid	450.00	0.3	135.00	129,430.00
04/30/2024	No	Sydney Castillo-Johnson	Settlement - emails re admin bids; review revised bids; review OC revisions to SAR; add'l revisions to SAR and notice	450.00	1.5	675.00	130,105.00
05/02/2024	No	Sydney Castillo-Johnson	Case management - meeting re SAR and MPA; emails re CMC	450.00	0.3	135.00	130,240.00
05/07/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	1.1	770.00	131,010.00
05/07/2024	No	Jennifer Heming	Emails with co counsel	225.00	0.3	67.50	131,077.50
05/07/2024	No	Jennifer Heming	Review, finalize, file, and serve NOA.	225.00	0.7	157.50	131,235.00
05/07/2024	No	Perssia Razma	Case management/Settlement- emails w/ co-counsel/oc re SARs	400.00	1	400.00	131,635.00
05/08/2024	No	Sydney Castillo-Johnson	Case management - attend CMC	450.00	1	450.00	132,085.00
05/13/2024	No	Perssia Razma	Case management/Settlement- emails w/ co-counsel re SAR	400.00	0.3	120.00	132,205.00
05/20/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	132,415.00
05/22/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re SAR	400.00	0.3	120.00	132,535.00
05/23/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re SAR	400.00	0.2	80.00	132,615.00
05/23/2024	No	Sydney Castillo-Johnson	Settlement - follow up on SAR	450.00	0.1	45.00	132,660.00
05/24/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.5	350.00	133,010.00
05/24/2024	No	Jennifer Heming	Email corres. with counsel re SAR.	225.00	0.2	45.00	133,055.00
05/24/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re SAR	400.00	0.4	160.00	133,215.00
05/28/2024	No	Jennifer Heming	Email corres. with OC.	225.00	0.2	45.00	133,260.00
06/03/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	133,470.00
06/04/2024	No	Jennifer Heming	Email corres. with OC re MPA hearing and filing deadline.	225.00	0.3	67.50	133,537.50
06/04/2024	No	Perssia Razma	Case management/settlement- emails w/ co-counsel re MOU	400.00	0.3	120.00	133,657.50
06/04/2024	No	Sydney Castillo-Johnson	Legal research - MPA standards; kullar; prelim. cert requirements	450.00	4.3	1,935.00	135,592.50
06/05/2024	No	Perssia Razma	Case management- emails w/ co-counsel re MPA	400.00	0.3	120.00	135,712.50
06/05/2024	No	Sydney Castillo-Johnson	Law and motion - review mediation brief in anticipation of preliminary approval; draft notice, proposed judgment	450.00	2.1	945.00	136,657.50
06/07/2024	No	Sydney Castillo-Johnson	Law and motion - draft P&As, notice, proposed judgment, and dec ISO MPA	450.00	7.1	3,195.00	139,852.50
06/11/2024	No	Jennifer Heming	Email corres. with settlement administrator.	225.00	0.1	22.50	139,875.00
06/11/2024	No	Jennifer Heming	Email corres. with counsel re executed agreement.	225.00	0.1	22.50	139,897.50
06/11/2024	No	Jennifer Heming	Email corres. with counsel.	225.00	0.1	22.50	139,920.00
06/11/2024	No	Sydney Castillo-Johnson	Settlement - emails re signatures	450.00	0.3	135.00	140,055.00
06/11/2024	No	Sydney Castillo-Johnson	Law and Motion - draft P&As	450.00	0.8	360.00	140,415.00
06/12/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited P&As, Supporting Decs. and Order for MPA	700.00	4.1	2,870.00	143,285.00
06/12/2024	No	Jean Claude Lapuyade	Law and Motion - Emails to/from Co Counsel Re MPA Review	700.00	0.2	140.00	143,425.00
06/12/2024	No	Perssia Razma	Case management/law and motion - emails w/ co-counsel/expert re damages	400.00	0.3	120.00	143,545.00
06/12/2024	No	Sydney Castillo-Johnson	Law and motion - meeting re P&As	450.00	0.4	180.00	143,725.00
06/13/2024	No	Monnett DeLaTorre	Review motion for preliminary approval and all supporting documents.	625.00	3.2	2,000.00	145,725.00
06/13/2024	No	Sydney Castillo-Johnson	Law and motion - review comments to MPA; revise P&As	450.00	0.6	270.00	145,995.00

06/14/2024	No	Perssia Razma	settlement- emails w/ co-counsel re SAR	400.00	0.4	160.00	146,155.00
06/14/2024	No	Sydney Castillo-Johnson	Law and motion - emails re MPA	450.00	0.5	225.00	146,380.00
06/17/2024	No	Sydney Castillo-Johnson	Law and motion - review DEF edits to P&As; emails re motion	450.00	0.5	225.00	146,605.00
06/18/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.2	140.00	146,745.00
06/18/2024	No	Sydney Castillo-Johnson	Law and motion - revise PLA dec ISO MPA	450.00	0.4	180.00	146,925.00
06/20/2024	No	Sydney Castillo-Johnson	Law and motion - finalize P&As; revise decs; finalize papers	450.00	1.6	720.00	147,645.00
06/21/2024	No	Jennifer Heming	Review, finalize, file, and serve MPA.	225.00	1.6	360.00	148,005.00
06/25/2024	No	Jennifer Heming	Email corres. with OC re discovery deadlines.	225.00	0.2	45.00	148,050.00
06/27/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re settlement/discovery deadlines	400.00	0.7	280.00	148,330.00
07/09/2024	No	Jennifer Heming	Review calendaring. Check Court's docket. Review LR's for remote appearance info.	225.00	0.3	67.50	148,397.50
07/09/2024	No	Sydney Castillo-Johnson	Case management - client call re case update	450.00	0.1	45.00	148,442.50
07/15/2024	No	Jean Claude Lapuyade	Law and Motion - R&R Tentative Ruling on MPA and Emails to/from Co Counsel Re Contesting and Arguments	700.00	0.7	490.00	148,932.50
07/15/2024	No	Jennifer Heming	Review and save Court's tentative ruling re MPA. Review LR's. Email corres. with OC & court clerk re contesting tentative.	225.00	0.5	112.50	149,045.00
07/15/2024	No	Sydney Castillo-Johnson	Law and motion - review MPA tentative; meeting re MPA; emails re MPA	450.00	0.7	315.00	149,360.00
07/16/2024	No	Perssia Razma	Attended MPA hearing	400.00	0.5	200.00	149,560.00
07/17/2024	No	Perssia Razma	Case management- emails w/ co-counsel re MPA hearing/tentative	400.00	0.5	200.00	149,760.00
07/22/2024	No	Jennifer Heming	Review and save Court's minute order. Calendaring. Send MO to settlement admin.	225.00	0.5	112.50	149,872.50
07/22/2024	No	Perssia Razma	Settlement- emails w/ oc/co-counsel/admin re admin timeline/preliminary approval	400.00	0.5	200.00	150,072.50
07/22/2024	No	Sydney Castillo-Johnson	Case management - review client update email; emails re admin process	450.00	0.7	315.00	150,387.50
07/24/2024	No	Perssia Razma	Case management- emails w/ oc/co-counsel/admin re settlement/admin timeline	400.00	0.5	200.00	150,587.50
07/24/2024	No	Sydney Castillo-Johnson	Settlement - emails re admin timeline	450.00	0.4	180.00	150,767.50
07/30/2024	No	Sydney Castillo-Johnson	Settlement - emails re class data	450.00	0.1	45.00	150,812.50
08/13/2024	No	Sydney Castillo-Johnson	Settlement - emails re discrepancies with class data; review SAR for notice and MFA timing	450.00	0.4	180.00	150,992.50
08/14/2024	No	Perssia Razma	Case management/Settlement emails w/ oc/co-counsel/admin re data	400.00	0.3	120.00	151,112.50
08/14/2024	No	Sydney Castillo-Johnson	Settlement - emails re class data and discrepancies	450.00	0.3	135.00	151,247.50
08/21/2024	No	Jean Claude Lapuyade	Settlement - emails to/from OC and Admin Re Data Discrepancies	700.00	1.1	770.00	152,017.50
08/21/2024	No	Sydney Castillo-Johnson	Settlement - emails re class data	450.00	0.1	45.00	152,062.50
08/22/2024	No	Perssia Razma	Case management/Settlement emails w/ oc/co-counsel/admin re data	400.00	0.8	320.00	152,382.50
08/22/2024	No	Sydney Castillo-Johnson	Settlement - emails re class data and discrepancies; meeting re notice and timing for notice	450.00	1	450.00	152,832.50
08/30/2024	No	Perssia Razma	Case management/Settlement emails w/ oc/co-counsel/admin re data/calculations	400.00	0.5	200.00	153,032.50
09/03/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	700.00	0.5	350.00	153,382.50
09/03/2024	No	Perssia Razma	Case management/Settlement emails w/ oc/co-counsel/admin re class notice	400.00	0.3	120.00	153,502.50
09/03/2024	No	Sydney Castillo-Johnson	Settlement - emails re Spanish translation of notice	450.00	0.4	180.00	153,682.50
09/05/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC and Admin Re Spanish Notice	700.00	0.5	350.00	154,032.50
09/05/2024	No	Sydney Castillo-Johnson	Settlement - emails re notice translation	450.00	0.3	135.00	154,167.50
09/09/2024	No	Perssia Razma	Case management/Settlement emails w/ oc/co-counsel/admin re data	400.00	0.4	160.00	154,327.50
09/09/2024	No	Sydney Castillo-Johnson	Settlement - emails re notice mailing	450.00	0.5	225.00	154,552.50
09/18/2024	No	Sydney Castillo-Johnson	Settlement - emails re latest weekly report	450.00	0.2	90.00	154,642.50
09/20/2024	No	Jean Claude Lapuyade	settlement - R&R Admin Report and Emails to/from Admin Rep Same (undeliverable notices)	700.00	0.7	490.00	155,132.50
09/20/2024	No	Sydney Castillo-Johnson	Settlement - review latest weekly admin report	450.00	0.2	90.00	155,222.50
09/25/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report and Emails to/from Admin Re Non-deliverable Notices	700.00	0.7	490.00	155,712.50
09/25/2024	No	Sydney Castillo-Johnson	Settlement - emails re admin report	450.00	0.3	135.00	155,847.50
10/04/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report and Emails to/from Admin Re Same	700.00	0.2	140.00	155,987.50
10/04/2024	No	Sydney Castillo-Johnson	Settlement - review admin report	450.00	0.3	135.00	156,122.50
10/11/2024	No	Sydney Castillo-Johnson	Settlement - review weekly admin report	450.00	0.2	90.00	156,212.50
10/13/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report and emails to/from Admin Re Undeliverable notices	700.00	0.4	280.00	156,492.50
10/17/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report and Emails to/from Admin Re Same	700.00	0.3	210.00	156,702.50
10/25/2024	No	Sydney Castillo-Johnson	Settlement - review weekly admin report	450.00	0.3	135.00	156,837.50
10/28/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report and emails to/from Admin Re Same	700.00	0.4	280.00	157,117.50
11/01/2024	No	Sydney Castillo-Johnson	Settlement - review weekly admin report	450.00	0.3	135.00	157,252.50
11/04/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report and Emails to/from Admin Re Same	700.00	0.3	210.00	157,462.50
11/08/2024	No	Jean Claude Lapuyade	Discovery - R&R Admin Report Re Belaire	700.00	0.2	140.00	157,602.50
11/12/2024	No	Sydney Castillo-Johnson	Law and Motion - emails re admin declaration ISO motion for final approval	450.00	0.2	90.00	157,692.50
11/13/2024	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Admin Dec. ISO Final and emails to/from Admin Re Same	700.00	1.5	1,050.00	158,742.50

11/13/2024	No	Jean Claude Lapuyade	Settlement - R&R Final Admin Report	700.00	0.3	210.00	158,952.50
11/13/2024	No	Sydney Castillo-Johnson	Law and Motion - emails with co-counsel re: MFA and motion for fees	450.00	0.8	360.00	159,312.50
11/19/2024	No	Sydney Castillo-Johnson	Law and motion - emails re admin dec	450.00	0.4	180.00	159,492.50
11/25/2024	No	Jean Claude Lapuyade	Law and Motion - Reviewed and Revised P&AS and Proposed Order for MFA and Drafted JCL Dec. ISO MFA	700.00	4	2,800.00	162,292.50
12/02/2024	No	Sydney Castillo-Johnson	Legal research - motion for final approval standards	450.00	2.6	1,170.00	163,462.50
12/02/2024	No	Sydney Castillo-Johnson	Law and motion - review MPA tentative and hearing summary in preparation for MFA drafting; review prior court orders and admin dec	450.00	1.4	630.00	164,092.50
12/03/2024	No	Jean Claude Lapuyade	Law and Motion - R&R Admin Dec. ISO MFA and emails to/from Admin Re Edits	700.00	1.2	840.00	164,932.50
12/03/2024	No	Sydney Castillo-Johnson	Law and motion - draft P&As, notice, proposed order; review revised admin dec	450.00	5.2	2,340.00	167,272.50
12/04/2024	No	Sydney Castillo-Johnson	Law and Motion - draft proposed judgment and PLA dec	450.00	1.2	540.00	167,812.50
12/09/2024	No	Jean Claude Lapuyade	Law and Motion - Additional Revisions to MFA P&As and Order	700.00	1.2	840.00	168,652.50
12/09/2024	No	Sydney Castillo-Johnson	Law and motion - emails with co-counsel re MFA/fees	450.00	0.4	180.00	168,832.50
12/10/2024	No	Sydney Castillo-Johnson	Legal research - motion for fees standards; lodestar and multiplier	450.00	2	900.00	169,732.50
12/10/2024	No	Sydney Castillo-Johnson	Law and motion - draft P&As, notice and supporting declarations for motion for fees	450.00	5	2,250.00	171,982.50
12/13/2024	No	Sydney Castillo-Johnson	Law and Motion - emails with co-counsel re MFA/Fees; revise motions	450.00	1.3	585.00	172,567.50
12/14/2024	No	Sydney Castillo-Johnson	Law and Motion - emails re co-counsel declaration ISO MFA/Fees	450.00	0.1	45.00	172,612.50
12/16/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Motion for Fees and Drafted JCL Dec. ISO Motion for Fees	700.00	3.9	2,730.00	175,342.50
12/18/2024	No	Sydney Castillo-Johnson	Law and motion - review co-counsel declaration ISO MFA/Fees; finalize motions;	450.00	1.5	675.00	176,017.50

Total for Nunez v. Titan (002-461)

330.9 \$ 176,017.50

EXHIBIT 6

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Nunez v. Titan (002-461)						
02/28/2023	Journal Entry	Feb 2023 Postage		Copies for February 2023	1.60	1.60
02/28/2023	Journal Entry	Feb 2023 Postage		Postage for February 2023	24.90	26.50
03/21/2023	Expense		LWDA		75.00	101.50
03/23/2023	Expense		One Legal LLC	One Legal Order no. 20058880 - Filing Fee Re: Complaint, Civil Case Cover Sheet, Summons	1,493.70	1,595.20
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	9.80	1,605.00
03/31/2023	Journal Entry	Mar 2023 Postage		Postage for March 2023	43.74	1,648.74
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	0.10	1,648.84
04/30/2023	Journal Entry	April 2023 Postage		Postage for April 2023	0.60	1,649.44
06/08/2023	Expense		One Legal LLC	One Legal Order Number: 20555412 - Filing Fee Re: Complaint: Amended, Proof of Service	16.37	1,665.81
06/30/2023	Journal Entry	June 2023 Postage		Postage for June 2023	22.62	1,688.43
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	32.80	1,721.23
07/10/2023	Expense		One Legal LLC	One Legal Order Number: 20751667 - Filing Fee Re: Case Management Statement, Proof of Service	16.37	1,737.60
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	0.10	1,737.70
07/31/2023	Journal Entry	July 2023 Postage		Postage for July 2023	0.60	1,738.30
08/09/2023	Check	3376	Lisa Klernan	Mediation Fee	5,500.00	7,238.30
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	0.70	7,239.00
08/31/2023	Journal Entry	August 2023 Postage		Postage for August 2023	1.26	7,240.26
09/12/2023	Expense		One Legal LLC	One Legal Order Number: 21191509 - Filing Fee Re: Case management Statement	16.37	7,256.63
09/30/2023	Journal Entry	Sept. 2023 Postage		Postage for September 2023	1.26	7,257.89
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	2.10	7,259.99
10/11/2023	Expense		One Legal LLC	One Legal Order Number: 21378231 - Filing Fee Re: Stipulation and Order, Proof of Service	36.96	7,296.95
10/31/2023	Journal Entry	Oct. 2023 Postage		Postage for October 2023	2.52	7,299.47
10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	5.60	7,305.07
12/06/2023	Expense		One Legal LLC	One Legal Order Number: 21752887 - Filing Fee Re: Order, Proof of Service	16.37	7,321.44
12/31/2023	Journal Entry	Dec. 2023		Postage for December 2023	3.66	7,325.10

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
12/31/2023	Journal Entry	Postage Dec. 2023		Copies for December 2023	4.30	7,329.40
01/09/2024	Check	3618	Berger Consulting Group	Inv. 10206	1,305.00	8,634.40
01/16/2024	Expense		One Legal LLC	One Legal Order Number: 22015050 - Filing Fee Re: Case Management Statement, Proof of Service	18.43	8,652.83
01/31/2024	Journal Entry	Jan. 2024 Postage		Postage for January 2024	1.26	8,654.09
01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	2.50	8,656.59
04/24/2024	Expense		One Legal LLC	One Legal Order No. 22739382 - Filing Fee Re: Case Management Statement, Proof of Service	18.43	8,675.02
04/30/2024	Journal Entry	April 2024 Postage		Postage for April 2024	1.28	8,676.30
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	2.10	8,678.40
05/09/2024	Expense		One Legal LLC	One Legal Order No. 22846779 - Notice: Other, Proof of Service	18.43	8,696.83
05/31/2024	Journal Entry	May 2024 Postage		Postage for May 2024	1.28	8,698.11
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	2.10	8,700.21
06/28/2024	Expense		One Legal LLC	One Legal Order No. 23176543 - Filing Fee Re: Motion, Memorandum of Points and Authorities, Declaration	80.20	8,780.41
06/30/2024	Journal Entry	June 2024 Postage		Postage for June 2024	20.30	8,800.71
06/30/2024	Journal Entry	June 2024 Copies		June 2024 Copies	70.50	8,871.21
07/02/2024	Check	3875	Berger Consulting Group	Inv. 12232	100.00	8,971.21
07/31/2024	Journal Entry	July 2024 Copies		Copies for July 2024	0.60	8,971.81
Total for Nunez v. Titan (002-461)					\$8,971.81	
TOTAL					\$8,971.81	

EXHIBIT 7

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010
 - Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Andrea Amaya, Esq.
California Bar Number 348080
Associate Attorney

Biography:

Ms. Amaya is a San Diego based labor and employment attorney representing employees throughout the state of California. Ms. Amaya represents current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Amaya earned a Bachelor of Arts in Sociology from San Diego State University. Thereafter, Ms. Amaya earned her Juris Doctorate from California Western School of Law. While in law school, Ms. Amaya spent her time volunteering with various nonprofit organizations such as the Immigration Justice Project and Access, Inc.

Education:

- **California Western School of Law**
 - J.D. - 2021
- **San Diego State University**
 - B.A.
 - Honors: Dean's List
 - Honors: With Distinction

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq, as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq, as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);