

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

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
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: July 16, 2024

Time: 8:30 a.m.

Judge: Hon. Bret D. Hillman

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 co-counsel of record for
5 Plaintiff MANUEL DIAZ NUNEZ (hereafter "Plaintiff") in this wage and hour class action filed against
6 TITAN AG SERVICES, INC. and ROYAL FARMS, INC., (hereinafter "Defendants").

7 2. This declaration is being submitted in support of Plaintiff's motion for Preliminary
8 Approval of Class Action Settlement.

9 **I. EXHIBITS**

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the Class Action and PAGA
11 Settlement Agreement ("Agreement" or "Settlement Agreement"). Attached as **Exhibit "A"** to the
12 Agreement is a true and correct copy of the proposed Class Notice.

13 4. The Parties have named The Children's Advocacy Institute ("CAI") as the Cy Pres
14 recipient of uncashed funds pursuant to California Code of Civil Procedure section 384. Neither I, nor
15 any member or employee of my firm, have any interest, pecuniary or otherwise, or involvement in the
16 governance or work of CAI.

17 5. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
18 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
19 and Motion for Preliminary Approval of Class Action and PAGA Action Settlement evidencing Class
20 Counsel's compliance with California Labor Code Section 2699(1)(2).

21 6. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
22 administration submitted by Apex Class Action LLC, in the amount of \$53,000.

23 7. Attached hereto as **Exhibit "4"** is a true and correct copy of the JCL Law Firm, APC's
24 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
25 Class Counsel.

26 8. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
27 "Transaction Summary" detailing the JCL Law Firm, APC's actually incurred litigation expenses for
28 this matter as of June 20, 2024. As shown in detail in the attached transaction summary, the JCL Law

1 Firm, APC, incurred a total of \$8,659.97 in litigation costs prosecuting this action. These costs are
2 exclusive of the costs incurred by co-counsel Zakay Law Group, APLC.

3 9. Attached hereto as **Exhibit “6”** is a true and correct copy of the JCL Law Firm, APC’s
4 “Time and Billing Journal” detailing the JCL Law Firm APC’s total hours and fees for this matter as of
5 June 20, 2024. Each entry was made contemporaneously and in the ordinary course of the JCL Law
6 Firm, APC’s usual course of business. The attached Billing Journal shows that the JCL Law Firm, APC
7 billed a total of 275.7 hours for a total of \$148,510.00 successfully litigating this action

8 **II. LODESTAR**

9 10. As of June 20, 2024, The JCL Law Firm, APC incurred a total lodestar of \$148,510.00
10 for 275.7 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my
11 firm’s lodestar in this matter and believe the charges are reasonable and were reasonably necessary to
12 the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm, APC are attached
13 hereto as Exhibit 6.

14 11. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC, worked
15 a total of 108.4 hours successfully prosecuting this action for a lodestar of \$62,421.50. A true and
16 correct copy of the Zakay Law Group, APLC time and billing entries is attached to the Declaration of
17 Shani Zakay, Esq. filed concurrently herewith.

18 12. Additionally, the attorneys and staff at co-counsel the Law Office of Tatiana Hernandez
19 P.C., worked a total of 24.2 hours successfully prosecuting this action for a lodestar of \$24,061.80. A
20 true and correct copy of the Law Office of Tatiana Hernandez P.C.’s time and billing entries is attached
21 to the Declaration of Tatiana Hernandez, Esq. filed concurrently herewith.

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1 13. Collectively, Class Counsel spent a total of 408.3 hours successfully litigating this matter
2 for a total combined lodestar of \$234,993.30 and is summarized by firm below:

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<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	275.7	\$148,510.00
Zakay Law Group, APLC	108.4	\$62,421.50
Law Office of Tatiana Hernandez, P.C.	24.2	\$24,061.80
Total	408.3	\$234,993.30

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11 14. In assessing the reasonableness of the billing rates for the attorneys and staff at the JCL
12 Law Firm, APC, the firm refers to the “*Laffey Matrix*” to set our hourly billing rates. *See*
13 <http://www.laffeymatrix.com/>. The *Laffey Matrix* is a fee schedule used by many courts throughout the
14 United States, including some California state courts and California Federal District Courts. The *Laffey*
15 Matrix is a well-established objective source that California courts have relied on in assessing hourly
16 rates since 2005. (see *In Re HPL Technologies, Inc. Securities Litigation*, 366 F.Supp.2d 912, 921
17 (N.D. Cal. 2005) (Confirming use of the *Laffey Matrix* adjusted to account for locality pay differentials);
18 *Rubalcaba v. Albertson's, LLC*, No. BC528755, 2017 WL 4330597, at *4 (Cal. Super. Ct. May 25,
19 2017), reversed on other grounds.)

20 15. The attorneys and staff at the JCL Law Firm, APC, have been providing extensive class
21 action services throughout state and federal courts in California for more than seventeen years. Since
22 its founding, the JCL Law Firm, APC, has recovered more than \$100 million dollars for its clients.

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1 16. When analyzing the *Laffey* Matrix, the attorneys and staff at the JCL Law Firm, APC,
2 either bill at or below the rate for similarly skilled and tenured legal:

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Name	Laffey Matrix Fee	Actual Billing Rate
Jean-Claude Lapuyade	\$878	\$700
Monnett De La Torre	\$878	\$650
Sydney Castillo-Johnson	\$437	\$450
Perssia Razma	\$437	\$400

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10 17. Moreover, the JCL Law Firm's rates are comparable to those judicially approved for other
11 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
12 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
13 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). *See*
14 *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
15 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
16 *See e.g., Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
17 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
18 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
19 \$445 and \$675); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego
20 Superior Court, August 27, 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera*
21 *v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates);
22 *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for
23 partners and \$300 – 515 for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco
24 Sup. Ct.) (approving 2012 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy*
25 *Co.*, C-05-5056-PJH (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and
26 associates hourly rates between \$355 and \$405 an hour).

27 18. Further, Class Counsel will be performing additional work, including finalizing the
28 motion for final approval, attending the hearing on final approval, finalizing the orders and judgment,

1 drafting a joint motion to dismiss the related federal court action, and monitoring completion of the
2 settlement process over the course of several years. I expect this additional work will result in an
3 additional 20-30 hour of additional work and an additional lodestar between \$11,000 and \$16,500.

4 **III. COSTS**

5 19. As of the filing of the Motion for Final Approval and Motion for Award of Attorneys'
6 Fees and Expenses and Service Award, collectively Class Counsel expended \$15,920.57 (JCL Law
7 Firm, APC - \$8,659.97 and Zakay Law Group, APLC - \$7,260.60) prosecuting this action. The JCL
8 Law Firm's costs are reflected in the attached **Exhibit "2."** The Zakay Law Group, APLC's costs are
9 attached to the Declaration of Shani Zakay filed concurrently herewith.

10 20. All of Class Counsel's out-of-pocket expenses are the types of expenses normally charged
11 to paying clients including the following: filing fees; copying; telephone; postage; factual and legal
12 research charges; mediation fees; and expert costs, which were all incurred during, and were necessary
13 for the successful prosecution of, the litigation and, therefore, should be reimbursed.

14 21. To date, Class Counsel has incurred a total of \$15,920.57 in expenses and costs
15 prosecuting this action. Class Counsel now requests that the Court preliminarily approve
16 reimbursement of litigation costs in the amount up to \$25,000.00 as provided for in the Agreement and
17 based upon Class Counsel's billing records.

18 **IV. INTRODUCTION**

19 22. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
20 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
21 The Settlement confers substantial benefits to the Class Members. The relief offered by the Settlement
22 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
23 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Settlement Class
24 Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class
25 certification being denied or of Defendants prevailing at trial. Given that there are approximately 9,784
26 Class Members, **the average gross recovery is approximately \$66.64** (Net Settlement Amount divided
27 by Settlement Class Members).

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1 23. As discussed below, the proposed Settlement satisfies all criteria for preliminary
2 settlement approval and falls within the range of reasonableness. The average Individual Class Payment
3 to the Class Members meets or exceeds awards in similar wage and hour class actions. Moreover, the
4 proposed Class is appropriate for provisional certification. Accordingly, Plaintiff respectfully requests
5 the Court grant preliminary approval of the Settlement.

6 **V. FACTS AND PROCEDURE**

7 **A. Overview of the Litigation**

8 24. Titan AG and Royal Farms (collectively, “Defendants”) operate agriculture and farming
9 business in the state of California, including Tulare County, where Plaintiff worked. This action asserts
10 claims on behalf of all non-exempt employees who are or previously were employed by Defendant
11 Titan AG Services, Inc., staffed to work at Defendant Royal Farms, Inc.’s farms and performed work
12 in California during the Class Period. Plaintiff worked for Defendants as a non-exempt employee in
13 California from September 2022 to October 2022. At all times during his employment, Plaintiff earned
14 an hourly wage and was entitled to legally compliant meal and/or rest periods, and minimum, regular
15 and overtime wages for all hours worked. Throughout his employment, Plaintiff was subject to
16 Defendants’ policies and procedures contained in, among other documents, the “Titan AG Service Inc.
17 Employee Handbook.”

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

26 26. On March 21, 2023, Plaintiff served Defendants., and the Labor and Workforce
27 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA
28 Notice set forth the facts and theories supporting Defendants’ alleged violations of various provisions

1 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
2 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
3 Code Sections 2698 *et seq.* (“PAGA”).

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

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

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

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

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1 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

2 31. Months before filing the Action, Class Counsel began their pre-filing investigation into
3 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
4 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,
5 including, but not limited to, wage statements and handwritten timesheets. At the conclusion of the
6 interviews and review of documents, Class Counsel determined that each Plaintiff's complaints justified
7 further inquiry.

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

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

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

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

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

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

20 **C. The Parties Settled at Mediation**

21 38. On December 13, 2023, the Parties conducted a full day of mediation with Lisa Klerman,
22 Esq., a mediator of wage and hour class and representative actions. Mediator Klerman helped manage
23 the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides.
24 The Parties made substantial progress with Mediator Klerman's assistance. Namely, the Parties
25 exchanged information regarding their respective claims and defense, including their respective
26 evaluation of the damages. The mediation concluded with a settlement, the complete and final terms of
27 which are now set forth in the Agreement. Class Counsel submit that the Settlement constitutes a fair,
28 adequate, and reasonable compromise of the claims at issue.

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VI. ARGUMENT

A. The Court Should Preliminarily Approve the Proposed Class Action Settlement

1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by Experienced Counsel.

39. The Parties participated in mediation with the highly respected mediator and retired judge Hon. Brian C. Walsh (Ret.). Judge Walsh managed the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps to ensure that the proceedings were free of collusion and undue pressure.")) At all times, the Parties' negotiations were at an arm's length, adversarial, and non-collusive. Judge Walsh only arrived at his proposal after hearing arguments, reviewing evidence, and evaluating the Parties' respective claims and defenses.

40. Once the Parties agreed to the Mediator's proposal, the parties subsequently executed a binding and enforceable Memorandum of Understanding. The Agreement is the final product of these mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the claims at issue.

2. Class Counsel's Thorough Investigation Provided an Objective Measurement of the Settlement's Reasonableness.

41. As set forth in greater detail above, Class Counsel conducted a very thorough investigation into the factual and legal issues in dispute. In addition to informal discovery, document review, data analysis and legal research, Class Counsel also researched similar wage and hour actions. Although no two cases are identical, this research provided Class Counsel with a marker to inform settlement discussions and, ultimately, to measure this settlement against. The investigation allowed Class Counsel to realistically assess the value of the claims and intelligently engage defense counsel in settlement discussions that culminated in the proposed settlement now before the Court.

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

7 **A. The Gross Settlement Amount Meets the Recognized Range of Reasonableness.**

8 43. The Gross Settlement Amount of \$1,200,000.00 is fair and reasonable considering the
9 nature and magnitude of the claims being settled and the various potential impediments to recovery.
10 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
11 Defendants' liability exposure while accounting for the uncertainties of continued litigation. The
12 various models were informed by Class Counsel's investigation, including the analysis of a significant
13 sample of time and payroll data. Class Counsel projected Defendants' liability exposure for *class claims*
14 (excluding PAGA penalties) ranged between \$3,655,464.70 ("Conservative Model") and \$13,250,192
15 ("Aggressive Model") if successful at trial. This range reflects the uncertainty regarding several of the
16 claims, together with the uncertainty surrounding derivative liability for inaccurate wage statements
17 and waiting time penalties. Thus, the Gross Settlement Amount of \$1,200,000.00 represents
18 approximately between 6.17% ("Aggressive Model") and 32.83% ("Conservative Model") of
19 Defendants' *class-wide* liability exposure as estimated by Class Counsel at the time of mediation. The
20 following summarizes Defendants' estimated exposure.

21 (1) Estimated Exposure for Unpaid Wages

22 44. Plaintiff's primary claim in this Action alleges that Defendants failed to pay its employees
23 for all hours worked. Specifically, Plaintiff alleges that throughout the entire Class Period, Defendants
24 failed to record the actual time the Plaintiff and Class Members worked. Rather, Plaintiff alleges that
25 Defendants instructed its supervisors to fill in handwritten time sheets consistent with the employees'
26 schedules, without any regard to the amount of time employees actually worked. Plaintiff contends that
27 the time records produced by Defendants show that 100% of all time entries were rounded to quarter-
28 hour intervals. As a result, Plaintiff, Class Members, and Aggrieved Employees forfeited compensation,

1 including overtime wages, for all the time they spent working under Defendants' control. Based on
2 Plaintiff's testimony and Class Counsel's investigation, BCG estimated that Class Members and
3 Aggrieved Employees spent a total of 1 minutes of unpaid work every shift completing work-related
4 tasks such as, among other things, cleaning up equipment and work areas after their shifts ended.

5 45. Defendants vigorously denied liability for this claim. As a preliminary matter,
6 Defendants argued that the written time records accurately reflected all hours worked by the Class
7 Members and Aggrieved Employees. Defendants maintain that the nature of the work, i.e., field work,
8 is such that employees do in fact start and stop at the direction of their supervisor and at the same time
9 so the time records are accurate. Defendants also argued that the practice of rounding start and end
10 times is lawful under *See's Candy Shops, Inc. v. Super. Ct.* (2012) 210 Cal. App. 4th 889, 907 and any
11 rounding was, as a matter of practice, done in favor of the employees. Defendants maintain that
12 employees did not, and would have no reason to, perform work off-the-clock.

13 46. Further, Defendants argued that this claim was not suitable for class treatment because
14 individualized issues predominated. Defendants argued that there is no common policy or practice of
15 requiring employees to perform work off-the-clock. Accordingly, proof of liability would necessarily
16 require individualized evidence as to whether any time was spent working off-the-clock, and whether
17 Defendants knew or should have known that such work was allegedly being performed. Liability
18 cannot, according to Defendants, be established by common proof. Due to Plaintiff's position that
19 Defendants failed to keep accurate timekeeping records, Plaintiff only applied a 75% discount for this
20 claim. As a result, Plaintiff estimated Defendants' exposure for unpaid wages ranged from
21 approximately \$37,811 to approximately \$151,244.

22 (2) Estimated Exposure for Meal Period Violations.

23 47. Plaintiff also alleges that Defendants failed to provide compliant meal periods.
24 Specifically, Plaintiff alleges that as a result of their rigorous work schedules, Plaintiff, Class Members,
25 and Aggrieved Employees were not able to take timely and duty-free meal periods. Further, Plaintiff
26 alleges that Defendant failed to record the actual time that Class Members worked. As a result, most
27 all of the meal periods were allegedly rounded to exactly thirty (30) minutes, which Plaintiff argued
28 creates a presumption of a meal period violation. Because Defendant produced mostly rounded time

1 records, a majority of the time records reflect compliant meal periods. Plaintiff also provided limited
2 testimony that his meal periods were occasionally late and short. Thus, Plaintiff reasonably assumed
3 that meal period violations occurred approximately 25% of the time.

4 48. Defendants deny liability for this claim. Defendants argued that the work schedules were
5 not so “rigorous” that employees were unable to stop working. Defendants argued, and the documents
6 in fact reflect, that the written time records evidence nearly a 100% meal period compliance rate.
7 Defendants maintain that the nature of the work is such that the workers on each crew take meal periods
8 together, and that the supervisor announces the start and stop of each meal period and the times recorded
9 accurately reflect those meal periods.

10 49. Defendants also argued that it did not engage in rounding of meal period start and end
11 times and provided all its employees, i.e., Class Members and Aggrieved Employees, with the
12 opportunity to take compliant meal periods. Further, Defendant argued that it maintained facially
13 complaint meal period policies. Thus, Defendants argued that there was no potential liability for
14 Plaintiff’s alleged meal period violations and any claimed violations required a highly individualized
15 inquiry not suitable to class treatment. Consequently, Plaintiff applied a 50% discount to this claim and
16 estimated Defendants’ exposure for this claim ranged from \$782,411 to approximately \$1,564,822.

17 (3) Estimated Exposure for Rest Period Violations

18 50. Plaintiff also alleged that Defendants failed to provide compliant rest periods.
19 Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff, Class Members,
20 and Aggrieved Employees were not able to take timely and duty-free rest periods. Specifically, Plaintiff
21 argued that he was required to work through his rest periods in order to finish work-related tasks.

22 51. Again, Defendants denied liability and asserted that the workload is not such that it
23 prevented employees from taking a break. Defendants maintained legally compliant written policies
24 and actual practices concerning rest periods throughout the Class Period. Moreover, Plaintiff
25 recognizes the evidentiary burdens establishing this claim. Establishing Plaintiff’s rest period claim
26 would rely, almost entirely, on Class Member testimony, making it a riskier claim at class certification
27 and liability stages. Certification likely would have required depositions of Class Members who
28 provided declarations, and Defendants argued that they obtained opposing declarations stating either

1 rest breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.*
2 (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 (“Because of the competing testimony before the
3 Court, plaintiff’s evidence that Defendants may have an illegal, written rest break policy is insufficient
4 for this Court to find that common issues predominate.”); *Villa v. United Site Servs. of California, Inc.*
5 (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that
6 the written policy does not generate uniform practices.”). Accordingly, Plaintiff’s Conservative Model
7 applied a 50% discount to the rest break claim. Plaintiff estimated the range of potential outcomes for
8 this claim was between approximately \$782,411 dollars to approximately \$1,564,822.

9 (4) Defendants’ Estimated Damages for Unreimbursed Business Expenses

10 52. Plaintiff alleged that Defendants required Class Members to incur personal expenses for
11 the use of their own personal vehicles. California employers who require employees to incur personal
12 business expenses for work purposes must reimburse the employee for the cost incurred. (See Cal. Lab.
13 Code § 2802(a), providing that “[a]n employer shall indemnify his or her employee for all necessary
14 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
15 duties, or of his or her obedience to the directions of the employer....”). While investigating this claim,
16 Class Counsel found that Plaintiff only used his personal vehicle once or twice during the Class Period
17 and that it was not due to any common policy or practice. Accordingly, Plaintiff could not give any
18 value to this claim and determined that Defendants’ incurred no liability for this claim. However,
19 Plaintiff provided a release for this claim because Plaintiff alleged that Defendants failed to reimburse
20 mandatory business expenses in the Operative Complaint.

21 (5) Estimated Exposure for Wage Statement Violations.

22 53. Plaintiff also alleged that Defendants failed to furnish its employees with accurate
23 itemized wage statements. Specifically, Plaintiff alleges that as a result of Defendants’ failure to provide
24 meal and rest periods as required by the California Labor Code, Plaintiff and other Class Members are
25 entitled to derivative wage statement penalties. (See *Naranjo v. Spectrum Security Services* (2022) 13
26 Cal. 5th 93 (concluding that meal premiums are “wages” entitling employees to derivative wage
27 statement penalties). Further, Defendants argued that even if it failed to furnish accurate wage
28 statements, Plaintiff could not establish the injury requirement on a class-wide basis. As a result,

1 Plaintiff discounted this claim 50% to account for this risk. Plaintiff estimated that Defendants'
2 exposure on this claim ranged between \$727,812.50 and \$2,911,250.

3 (6) Defendant's Exposure for Waiting Time Penalties

4 54. Plaintiff also alleged that the Defendants' labor code violations resulted in derivative
5 liability for waiting time penalties. Although these *penalties* represented Defendants' largest dollar
6 amount of exposure, this is Plaintiff's most uncertain claim. Specifically, Defendants argued that
7 Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code
8 section 203. Notwithstanding the uncertain nature of the claims, Class Counsel's Conservative Model
9 discounted the waiting time penalty claim by 90% and estimated Defendants' exposure for these claims
10 ranged between \$1,325,019.20 and \$12,250,192.

11 (7) Defendant's PAGA Exposure

12 55. In all, Class Counsel projected Defendants' liability exposure for PAGA claims ranged
13 between \$158,375 ("Conservative Model") and \$9,932,450 ("Aggressive Model") if successful at trial.
14 As of the date of the Agreement, there were approximately 5,125 Aggrieved Employees who worked
15 approximately 31,675 pay periods during the PAGA Period

16 56. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$60,000 which
17 is 5% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA
18 Payment. The LWDA Payment of \$45,000.00 represents seventy-five percent (75%) of the PAGA
19 Payment and will be paid to the LWDA. The Aggrieved Employee Payment of \$15,000 represents the
20 remaining twenty-five percent (25%) of the PAGA Payment, which shall be distributed to the
21 Aggrieved Employees and is within the range of PAGA Payment approved by courts and should be
22 approved.

23 57. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
24 for each pay period the employee worked. Again, Defendants raised several defenses that presented
25 serious threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to those
26 arguments discussed, *supra*, Defendants also argued that the Court of Appeals decision in *Cacho v.*
27 *Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and
28 manageability as to the rest period claims.

1 **B. Inherent Risks of Continued Litigation Support Preliminary Approval**

2 58. With respect to the most immediate challenge, i.e., class certification, the risks attendant
3 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
4 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
5 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
6 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
7 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
8 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
9 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
10 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
11 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
12 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
13 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
14 harm); *Campbell v. Best Buy Stores, L.P.,* (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
15 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
16 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
17 certification of driver meal and rest period claims based on the predominance of individual issues).
18 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
19 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
20 settlement.

21 59. Finally, continuing to litigate this action would require continued and extensive resources
22 coupled with significant Court time to proceed through trial and post-trial motions; which can often
23 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
24 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
25 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
26 Defendants would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
27 the risk of an appeal and subsequent reversal is real.

28 ///

1 60. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$1,200,000.00
2 that is roughly between 6.17% (“Aggressive Model”) and 32.83% (“Conservative Model”) of
3 Defendants’ maximum class wide liability exposure for damages and statutory penalties. Given the
4 amount of the settlement here, as compared to potential value of the claims, offset by the various
5 inherent risks to continued litigation, the settlement is fair and reasonable.

6 **B. Proposed Notice Informs the Class About the Case and Settlement**

7 61. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
8 Members of their rights and remedies. The Administrator will first verify addresses, then mail the
9 proposed Class Notice in English and Spanish to all Class Members. The Notice will include
10 information regarding the nature of the lawsuit, a summary of the substance of the Settlement’s terms,
11 the procedure, and time period within which to requests for exclusions or objections to the Settlement,
12 the date for the final approval hearing, the formula used to calculate settlement payments, and the terms
13 and scope of the Released Class Claims. Agreement at § III(K)(2). The Parties negotiated this method
14 to ensure delivering the most reasonable method of notice to the Class Members while ensuring cost
15 effective administration of the Settlement.

16 **C. The Court Should Preliminarily Approve the Class Representative Payment**

17 62. The Settlement provides for a Class Representative Service Award of \$10,000.00 for
18 Plaintiff. The Class Representative Service Award is fair and reasonable compensation for the
19 Plaintiff’s efforts bringing the action, assisting Class Counsel with the litigation and settlement,
20 regularly conferring with Class Counsel on the status of his case and the strategies for prosecuting the
21 claims, and reviewing the proposed Settlement to ensure that its terms are fair and provide adequate
22 relief for the Class Members.

23 63. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Class
24 Representative Service Award once preliminary approval of the Settlement is granted. Plaintiff
25 respectfully submits that the above showing is sufficient for preliminary approval of the negotiated
26 Class Representative Service Award.

27
28 ///

1 **D. The Court Should Preliminary Approve the Attorneys' Fees and Litigation Costs**

2 64. Class Counsel took this matter on a contingency fee basis and invested significant time
3 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
4 Individual Class Payment illustrates the demonstrably positive outcome for the Settlement Class
5 Members. Considering the positive outcome for the Class Members, and in light of the supporting
6 authority, the proposed Class Counsel Award payment is fair and reasonable.

7 65. Plaintiff will file a formal motion for the negotiated Class Counsel Award, including
8 arguments and lodestar information in support of the request, once preliminary approval of the
9 Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary
10 approval of the negotiated attorneys' fees.

11 **E. The Court Should Provisionally Certify the Settlement Class**

12 66. For Settlement, Plaintiff contends, and Defendants do not dispute, that provisional
13 certification of the Class is appropriate.

14 67. Because all Class Members are Defendants' current and former employees, the class is
15 readily ascertainable from Defendants' regular business records, i.e., payroll records.

16 68. The statutes relating to each of Plaintiff's claims apply with equal force and effect to the
17 entire Class. Factually, Defendants' policies and practices apply class-wide and Defendants' liability
18 can be determined by facts common to all members of the Class. The wage and hour issues are both
19 numerous and substantial, and a class action is the most advantageous method of dealing with the claims
20 of the Class Members.

21 69. Plaintiff's wage and hour claims are typical of the proposed Class because they arise from
22 the same factual basis and are based on the same legal theories applicable to the other Class Members.
23 Likewise, Plaintiff's interests are entirely coextensive with the interests of the Class Members. Plaintiff
24 alleges that she was injured by the same company-wide practices to which the proposed Class Members
25 were subject to and seek the same relief. Plaintiff has already demonstrated his ability to advocate for
26 the interests of the Class Member by initiating this litigation, undertaking extensive class discovery,
27 and evaluating the proposed settlement to assure that it is fair.

28 ///

1 70. Additionally, Plaintiff is represented by competent Class Counsel who have extensive
2 experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued,
3 certified, and gained state court settlement approval of the same class-wide causes of action that are at
4 issue in this case. Class Counsel's wage and hour class action experience establishes that they are well
5 qualified to represent the interests of this Class.

6 71. A class action is superior to a multitude of individual lawsuits. Given the size and amount
7 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
8 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
9 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
10 adjudication.

11 72. I am not aware of any other pending matters or actions asserting claims that will be
12 extinguished or adversely affected by the Class and PAGA Action Settlement.

13 **F. Class Counsel's Experience**

14 73. Plaintiff, the Settlement Class Members, and the Aggrieved Employees are represented
15 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
16 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees throughout
17 California in wage and hour class actions and PAGA actions. The Firm currently consists of myself,
18 Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney),
19 Monnett De La Torre, Esq. (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), Andrea
20 Amaya Silva, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal and Office Manager), Jennifer
21 Heming (Paralegal), Andrew Ward (Law Clerk), Sara Chrestensen (Legal Assistant), and Nicole Teller
22 (Legal Assistant).

23 74. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
24 Employees. I have extensive experience with wage and hour class and representative actions litigation
25 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
26 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "4."** Some of the
27 major cases the Firm has undertaken are also set forth in **Exhibit "4"**.

28 ///

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

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

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

78. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 21st day of June 2024, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff

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,
26
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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.

14
15
16 **II. RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

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

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

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

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

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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
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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
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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
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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

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

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

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

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

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

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

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

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

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

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

DATED: _____
TITAN AG SERVICES, INC.

Printed Name

Title

DATED: _____
Todd Kinosian
ROYAL FARMS, INC.

Todd Kinosian

Printed Name

OWNER

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

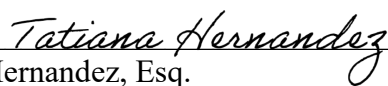
9 By: 

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.

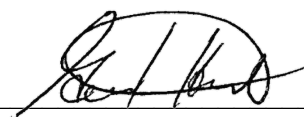
14 By: _____

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

EXHIBIT 3



Quotation Request:

Jennifer Heming
JCL Law Firm, A.P.C.
jheming@jcl-lawfirm.com
888.498.6999

Case Name:

Date:
RFP Number:

Nunez v. Titan AG Services, Inc.

Monday, April 29, 2024
69990047

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	9,784
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	9	\$1,125.00
Data Analyst	Per Hour	\$150.00	9	\$1,350.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$2,475.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.15	9,784	\$11,251.60
USPS First Class Postage	Per Piece	\$0.63	9,784	\$6,163.92
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$1.75	1,957	\$3,424.40
Receive and Process Undeliverable Mail	Per Hour	\$75.00	8	\$600.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	14	\$1,050.00
NCOA Address Update (USPS)	Static Rate	\$1,500.00	1	\$1,500.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$25,309.92

Project Management				
Project Management	Per Hour	\$150.00	9	\$1,350.00
Project Coordinator	Per Hour	\$90.00	5	\$450.00
Data Analyst and Reporting	Per Hour	\$140.00	7	\$980.00
Sub Total:				\$2,780.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$1,750.00	1	\$1,750.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$1,750.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	12	\$1,440.00
Account Management and Reconciliation	Per Hour	\$140.00	12	\$1,680.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	9,784	\$9,784.00
USPS First Class Postage	Per Piece	\$0.63	9,784	\$6,163.92
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	978	\$1,467.60
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	22	\$2,200.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$23,985.52

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	10	\$1,350.00
Project Management Reconciliation	Per Hour	\$100.00	10	\$1,000.00
Declarations	Per Hour	\$120.00	7	\$840.00
			Sub Total:	\$3,190.00

TOTAL CASE ESTIMATE:				\$59,490.44
DISCOUNTED WILL NOT EXCEED:				\$53,000.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.
9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this term may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.
12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.
13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**
14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.
15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**
16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.
17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**
18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.
19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

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

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

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"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

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);

EXHIBIT 5

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 Klerman	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		Postage for December 2023	3.66	7,325.10
12/31/2023	Journal Entry	Dec. 2023 Postage		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
04/30/2024	Journal Entry	April 2024 Postage		Postage for April 2024	1.28	8,657.87
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	2.10	8,659.97
Total for Nunez v. Titan (002-461)					\$8,659.97	
TOTAL					\$8,659.97	

EXHIBIT 6

JCL Law Firm
Unbilled Time
 Activity: All Dates

Nunez v. Titan (002-461)

Activity Date	Posting	Employee	Memo/Description	Rate	Duration	Amount	Balance
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.	650.00	2	1,300.00	20,362.50
04/11/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	20,475.00
04/21/2023	No	Jennifer Heming	Review and save Defendant's Letter re employee file	225.00	0.3	67.50	20,542.50
04/28/2023	No	Jean Claude Lapuyade	Legal Research - Motion to strike Demurrer Answer (SOL, 14th Amendment)	700.00	3	2,100.00	22,642.50
04/28/2023	No	Jean Claude Lapuyade	Pleadings - R&R Defendant's Answer	700.00	1.5	1,050.00	23,692.50
05/01/2023	No	Monnett DeLaTorre	Review initial email from opposing counsel notifying of representation of Defendants.	650.00	0.1	65.00	23,757.50
05/02/2023	No	Jean Claude Lapuyade	Pleadings - Emails to/from OC Re Extension on Responsive Pleadings	700.00	0.4	280.00	24,037.50
05/04/2023	No	Jennifer Heming	Review and save Defendant's answer	225.00	0.6	135.00	24,172.50
05/04/2023	No	Monnett DeLaTorre	Review Defendant's Answer to Complaint and note relevant information.	650.00	1.1	715.00	24,887.50
05/10/2023	No	Jennifer Heming	Review and save Defendant's answer	225.00	0.1	22.50	24,910.00
05/16/2023	No	Jennifer Heming	Review, finalize, and serve SI	225.00	1	225.00	25,135.00
05/16/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	25,247.50
05/23/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Amend	700.00	0.2	140.00	25,387.50
05/25/2023	No	Monnett DeLaTorre	Review stip to amend and FAC and provide edis.	650.00	1.5	975.00	26,362.50
05/26/2023	No	Jean Claude Lapuyade	Pleadings - Emails to/from OC Re FAC	700.00	0.7	490.00	26,852.50
05/26/2023	No	Monnett DeLaTorre	Review email from opposing counsel regarding their position as to Stipulation and First amended Complaint.	650.00	0.1	65.00	26,917.50
05/31/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Status	700.00	0.5	350.00	27,267.50
05/31/2023	No	Monnett DeLaTorre	Review multiple emails between all the parties regarding agreeing to mediation.	650.00	0.4	260.00	27,527.50
06/02/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.3	210.00	27,737.50
06/02/2023	No	Jennifer Heming	Review, finalize, file, and serve stipulation for leave to amend	225.00	1	225.00	27,962.50
06/05/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re M&C Call	700.00	0.3	210.00	28,172.50
06/06/2023	No	Jennifer Heming	Review Court's order for leave to amend and calendar deadline	225.00	0.5	112.50	28,285.00
06/06/2023	No	Jennifer Heming	Review, finalize, file, and serve FAC	225.00	1.2	270.00	28,555.00
06/06/2023	No	Monnett DeLaTorre	Review multiple emails between the parties regarding setting of mediation, class size and potential sampling.	650.00	0.5	325.00	28,880.00
06/08/2023	No	Jennifer Heming	File conformed complaint with LWDA	225.00	0.4	90.00	28,970.00
06/12/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re M&C Case Status	700.00	0.6	420.00	29,390.00
06/15/2023	No	Jennifer Heming	Review and save Defendant's SI responses	225.00	0.2	45.00	29,435.00
06/15/2023	No	Monnett DeLaTorre	Review Defendant's response to special interrogatory no. 1.	650.00	0.2	130.00	29,565.00
06/17/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.4	280.00	29,845.00
06/20/2023	No	Jennifer Heming	Review and save Defendant's SI responses	225.00	0.2	45.00	29,890.00
06/20/2023	No	Monnett DeLaTorre	Review Defendant Royal Farms' Response to special interrogatory no. 1.	650.00	0.2	130.00	30,020.00

06/22/2023	No	Sydney Castillo-Johnson	File maintenance	450.00	0.25	112.50	30,132.50
06/28/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension and Mediation	700.00	0.4	280.00	30,412.50
07/06/2023	No	Jean Claude Lapuyade	Pleadings - R&R Answer to FAC	700.00	1.5	1,050.00	31,462.50
07/06/2023	No	Jennifer Heming	Review and save Defendant's answer to FAC	225.00	0.2	45.00	31,507.50
07/06/2023	No	Monnett DeLaTorre	Review Defendant Titan's answer to the FAC.	650.00	1.1	715.00	32,222.50
07/06/2023	No	Monnett DeLaTorre	Review CMS and prepare edits for purposes of filing in preparation of CMC.	650.00	0.4	260.00	32,482.50
07/07/2023	No	Jean Claude Lapuyade	Case Management - R&R Defendant's CMS	700.00	0.4	280.00	32,762.50
07/07/2023	No	Jennifer Heming	Review and save Defendant's answer to FAC	225.00	0.2	45.00	32,807.50
07/07/2023	No	Jennifer Heming	Review, finalize, file, and serve CMS	225.00	0.8	180.00	32,987.50
07/07/2023	No	Jennifer Heming	Review and save Defendant's CMS	225.00	0.1	22.50	33,010.00
07/07/2023	No	Monnett DeLaTorre	Review Defendant Royal Farms CMS and Answer to the FAC.	650.00	1.5	975.00	33,985.00
07/10/2023	No	Jean Claude Lapuyade	Case Management - R&R Defendant's CMS	700.00	0.2	140.00	34,125.00
07/10/2023	No	Jennifer Heming	Review and save Defendant's CMS	225.00	0.1	22.50	34,147.50
07/10/2023	No	Jennifer Heming	Client update	225.00	0.5	112.50	34,260.00
07/10/2023	No	Monnett DeLaTorre	Review Defendat Titan's CMS and notice of appearance in preparation for CMC.	650.00	0.4	260.00	34,520.00
07/11/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Belaire and M&C Letter	700.00	0.2	140.00	34,660.00
07/12/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation and Discovery	700.00	0.6	420.00	35,080.00
07/12/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	35,192.50
07/12/2023	No	Monnett DeLaTorre	Team strategy meeting with respect to discovery and scope of meet and confer letters needed.	650.00	0.5	325.00	35,517.50
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	35,630.00
07/13/2023	No	Monnett DeLaTorre	Review and edit meet and confer letter and draft Belaire.	650.00	1	650.00	36,280.00
07/13/2023	No	Monnett DeLaTorre	Review, revise Discovery Meet and Confer letter and Belaire and research issue as to custody	650.00	1	650.00	36,930.00
07/20/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Extension	700.00	0.3	210.00	37,140.00
07/21/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.6	420.00	37,560.00
07/21/2023	No	Monnett DeLaTorre	Review additional emails exchanged between the parties regarding Mediation and estimates size of the class.	650.00	0.4	260.00	37,820.00
07/24/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.4	280.00	38,100.00
07/24/2023	No	Jean Claude Lapuyade	Discovery - Meeting w/ Co Counsel Re Discovery Plan	700.00	1.5	1,050.00	39,150.00
07/24/2023	No	Sydney Castillo-Johnson	Attend CMC	450.00	0.5	225.00	39,375.00
07/27/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	700.00	0.5	350.00	39,725.00
07/31/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.5	350.00	40,075.00
08/01/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Status	700.00	0.2	140.00	40,215.00
08/01/2023	No	Jennifer Heming	Schedule call with OC	225.00	0.4	90.00	40,305.00
08/01/2023	No	Sydney Castillo-Johnson	Mediation - emails re setting mediation	450.00	0.75	337.50	40,642.50
08/02/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.3	210.00	40,852.50
08/02/2023	No	Monnett DeLaTorre	Review and revise stip to stay and data demand to be sent to opposing counsel.	650.00	1	650.00	41,502.50
08/02/2023	No	Monnett DeLaTorre	Review additional emails exchanged between the parties regarding mediation.	650.00	0.3	195.00	41,697.50
08/03/2023	No	Monnett DeLaTorre	Review email from mediator and attached documents (6) regarding mediation, expectations for mediation and requirements for mediation.	650.00	1.5	975.00	42,672.50
08/03/2023	No	Sydney Castillo-Johnson	Mediation - review and revise stip to stay and data demand	450.00	0.75	337.50	43,010.00
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	43,220.00
08/23/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re MTC Deadline	700.00	0.6	420.00	43,640.00
08/23/2023	No	Sydney Castillo-Johnson	Review stip to stay and MTC deadline	450.00	0.25	112.50	43,752.50
08/24/2023	No	Monnett DeLaTorre	Review Defendant Titan's edits to stip to stay and confirm acceptance of edits.	650.00	0.5	325.00	44,077.50
08/24/2023	No	Sydney Castillo-Johnson	Email re MTC deadline	450.00	0.2	90.00	44,167.50
08/30/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC RE MTC Deadline	700.00	0.4	280.00	44,447.50
08/30/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Class Data	700.00	0.7	490.00	44,937.50
08/30/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	45,050.00
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.	650.00	0.4	260.00	45,310.00
08/30/2023	No	Monnett DeLaTorre	Email to opposing counsel following up on class size.	650.00	0.1	65.00	45,375.00
08/30/2023	No	Sydney Castillo-Johnson	Emails re sampling	450.00	1	450.00	45,825.00
08/31/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	700.00	0.5	350.00	46,175.00
08/31/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	1.2	840.00	47,015.00
08/31/2023	No	Jean Claude Lapuyade	Discovery - Revised and Edited Stip to Stay	700.00	0.8	560.00	47,575.00
08/31/2023	No	Monnett DeLaTorre	Follow up email to opposing counsel requesting extension of pending MTC deadline.	650.00	0.1	65.00	47,640.00

08/31/2023	No	Sydney Castillo-Johnson	Emails re MTC deadline and stip	450.00	0.5	225.00	47,865.00
09/05/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	700.00	0.8	560.00	48,425.00
09/12/2023	No	Jean Claude Lapuyade	Case Management - R&R D's CMS	700.00	0.3	210.00	48,635.00
09/12/2023	No	Jennifer Heming	Review, finalize, file, and serve CMS	225.00	0.8	180.00	48,815.00
09/12/2023	No	Jennifer Heming	Review and save Defendants' CMSs	225.00	0.3	67.50	48,882.50
09/12/2023	No	Jennifer Heming	Client update	225.00	0.5	112.50	48,995.00
09/12/2023	No	Monnett DeLaTorre	Review Defendant Royal Farms CMS.	650.00	0.2	130.00	49,125.00
09/26/2023	No	Sydney Castillo-Johnson	Prep CMC	450.00	0.3	135.00	49,260.00
09/27/2023	No	Sydney Castillo-Johnson	Attend CMC	450.00	0.7	315.00	49,575.00
10/06/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	700.00	0.4	280.00	49,855.00
10/06/2023	No	Jennifer Heming	Review, finalize, file, and serve stipulation to stay	225.00	1.2	270.00	50,125.00
10/09/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Stay	700.00	0.5	350.00	50,475.00
10/09/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	50,587.50
10/10/2023	No	Monnett DeLaTorre	Review status of emails, review production deadline and follow up with counsel regarding pre-mediation data.	650.00	0.3	195.00	50,782.50
10/11/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.4	280.00	51,062.50
10/11/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data Demand	700.00	0.4	280.00	51,342.50
10/11/2023	No	Monnett DeLaTorre	Follow up email to opposing counsel clarifying production deadline and following up on sample size.	650.00	0.1	65.00	51,407.50
10/12/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data	700.00	0.2	140.00	51,547.50
10/12/2023	No	Monnett DeLaTorre	Follow up email to opposing counsel regarding pre-mediation data and class size.	650.00	0.1	65.00	51,612.50
10/17/2023	No	Jennifer Heming	Review Court's order to stay, calendar hearing and deadlines	225.00	0.5	112.50	51,725.00
10/18/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Class Data	700.00	0.7	490.00	52,215.00
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.	650.00	0.4	260.00	52,475.00
10/20/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.8	560.00	53,035.00
10/23/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.6	420.00	53,455.00
11/06/2023	No	Jennifer Heming	Save Defendant mediation data	225.00	0.2	45.00	53,500.00
11/09/2023	No	Monnett DeLaTorre	Review original intake about individual claims, conduct follow up conversation and prepare RTS complaint to be filed.	650.00	2.7	1,755.00	55,255.00
11/10/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.4	280.00	55,535.00
11/10/2023	No	Monnett DeLaTorre	Follow up email to opposing counsel confirming he will produce data before cancelation deadline.	650.00	0.1	65.00	55,600.00
11/13/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.4	280.00	55,880.00
11/13/2023	No	Jennifer Heming	Save Defendant mediation data	225.00	0.2	45.00	55,925.00
11/13/2023	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	56,037.50
11/14/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	700.00	0.8	560.00	56,597.50
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	58,697.50
11/20/2023	No	Jennifer Heming	Save Defendant mediation data	225.00	0.2	45.00	58,742.50
11/20/2023	No	Monnett DeLaTorre	Review Defendant's pre-mediation data in preparation for mediation and prepare notes of relevant information.	650.00	3.9	2,535.00	61,277.50
11/21/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.6	420.00	61,697.50
11/27/2023	No	Sydney Castillo-Johnson	Mediation - emails re data	450.00	0.4	180.00	61,877.50
11/28/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re data Analysis	700.00	1.5	1,050.00	62,927.50
11/28/2023	No	Sydney Castillo-Johnson	Mediation - review file and claims	450.00	2.3	1,035.00	63,962.50
12/01/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re P.O.	700.00	0.6	420.00	64,382.50
12/01/2023	No	Sydney Castillo-Johnson	Mediation - emails re data, review and revise PO	450.00	2.5	1,125.00	65,507.50
12/04/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re PO	700.00	0.4	280.00	65,787.50
12/04/2023	No	Jennifer Heming	Review, finalize, file, and serve proposed protective order	225.00	0.8	180.00	65,967.50
12/05/2023	No	Jean Claude Lapuyade	Discovery - - Emails to/from OC Re Mediation Data	700.00	0.5	350.00	66,317.50
12/05/2023	No	Sydney Castillo-Johnson	Legal research - mediation brief claims, time records, rounding, meals	450.00	4.5	2,025.00	68,342.50
12/05/2023	No	Sydney Castillo-Johnson	Mediation - follow up on data, review data production	450.00	4.2	1,890.00	70,232.50
12/06/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.8	560.00	70,792.50
12/06/2023	No	Sydney Castillo-Johnson	Mediation - review mediation data	450.00	5.6	2,520.00	73,312.50
12/06/2023	No	Sydney Castillo-Johnson	Mediation - client call re claims	450.00	0.4	180.00	73,492.50
12/07/2023	No	Jean Claude Lapuyade	Discovery - R&R Updated Expert Report and Emails Re the Same	700.00	1	700.00	74,192.50
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	76,502.50
12/07/2023	No	Jennifer Heming	Save Defendant mediation data	225.00	0.3	67.50	76,570.00
12/07/2023	No	Sydney Castillo-Johnson	Mediation - emails re executed PO	450.00	0.3	135.00	76,705.00

12/07/2023	No	Sydney Castillo-Johnson	Mediation - client call re claims	450.00	0.5	225.00	76,930.00
12/07/2023	No	Sydney Castillo-Johnson	Mediation - draft brief, call with expert, review data production	450.00	6.9	3,105.00	80,035.00
12/08/2023	No	Jennifer Heming	Review and save expert mediation report	225.00	0.1	22.50	80,057.50
12/08/2023	No	Jennifer Heming	Review and save expert mediation damage model	225.00	0.1	22.50	80,080.00
12/08/2023	No	Sydney Castillo-Johnson	Legal research - OTC; rest periods; premium payments	450.00	2.4	1,080.00	81,160.00
12/10/2023	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Mediation Brief	700.00	1.2	840.00	82,000.00
12/11/2023	No	Jennifer Heming	Review and save revised expert mediation report	225.00	0.1	22.50	82,022.50
12/11/2023	No	Jennifer Heming	Review and save revised expert mediation damage model	225.00	0.1	22.50	82,045.00
12/13/2023	No	Jean Claude Lapuyade	Mediation - Attended Mediation	700.00	8	5,600.00	87,645.00
12/13/2023	No	Monnett DeLaTorre	Mediation - Attended Mediation	650.00	8	5,200.00	92,845.00
12/13/2023	No	Sydney Castillo-Johnson	Mediation - attend mediation	450.00	8	3,600.00	96,445.00
12/14/2023	No	Jean Claude Lapuyade	Settlement - R&R MOU and Emails Re Same	700.00	1.6	1,120.00	97,565.00
12/14/2023	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	0.4	180.00	97,745.00
12/15/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.8	560.00	98,305.00
12/15/2023	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	0.5	225.00	98,530.00
12/17/2023	No	Jean Claude Lapuyade	Settlement - Revised and Edited MOU	700.00	1	700.00	99,230.00
12/19/2023	No	Sydney Castillo-Johnson	Settlement - follow up on MOU	450.00	0.2	90.00	99,320.00
12/20/2023	No	Sydney Castillo-Johnson	Discovery - emails re MTC deadline	450.00	1	450.00	99,770.00
12/21/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	700.00	0.3	210.00	99,980.00
12/28/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.6	420.00	100,400.00
12/29/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.6	420.00	100,820.00
12/29/2023	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	0.3	135.00	100,955.00
01/08/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.4	280.00	101,235.00
01/08/2024	No	Sydney Castillo-Johnson	Settlement - follow up on MOU	450.00	0.1	45.00	101,280.00
01/10/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	0.3	135.00	101,415.00
01/11/2024	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited CMS	700.00	0.9	630.00	102,045.00
01/16/2024	No	Jean Claude Lapuyade	Case Management - R&R CMC Statement	700.00	0.3	210.00	102,255.00
01/16/2024	No	Jennifer Heming	Client update	225.00	0.5	112.50	102,367.50
01/16/2024	No	Jennifer Heming	Review and save Defendant's CMS	225.00	0.2	45.00	102,412.50
01/16/2024	No	Jennifer Heming	Review, finalize, file, and serve CMS	225.00	0.7	157.50	102,570.00
01/16/2024	No	Sydney Castillo-Johnson	Case management - emails re MOU, CMC statement	450.00	0.4	180.00	102,750.00
01/17/2024	No	Jennifer Heming	Review and save Defendant's CMS	225.00	0.2	45.00	102,795.00
01/17/2024	No	Monnett DeLaTorre	Review Defendant Titan's CMS.	650.00	0.3	195.00	102,990.00
01/19/2024	No	Sydney Castillo-Johnson	Settlement - follow up on MOU	450.00	0.1	45.00	103,035.00
01/23/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.5	350.00	103,385.00
01/23/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	0.1	45.00	103,430.00
01/25/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.4	280.00	103,710.00
01/25/2024	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	103,822.50
01/25/2024	No	Sydney Castillo-Johnson	Case management - case meeting	450.00	0.3	135.00	103,957.50
01/26/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.8	560.00	104,517.50
01/30/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from Staff Re CMC	700.00	0.2	140.00	104,657.50
01/31/2024	No	Perssia Razma	Hearings- attended CMC	400.00	1	400.00	105,057.50
01/31/2024	No	Sydney Castillo-Johnson	Case management - review hearing summary, emails re MPA and judge requirements	450.00	0.8	360.00	105,417.50
02/01/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE MOU	700.00	0.5	350.00	105,767.50
02/01/2024	No	Sydney Castillo-Johnson	Case management - emails re call with OC	450.00	0.8	360.00	106,127.50
02/02/2024	No	Jean Claude Lapuyade	Settlement - TCW OC Re Workweek Count	700.00	0.5	350.00	106,477.50
02/02/2024	No	Jennifer Heming	Schedule call with OC	225.00	0.2	45.00	106,522.50
02/02/2024	No	Perssia Razma	Settlement- email discussion w/ co-counsel re MOU	400.00	0.6	240.00	106,762.50
02/02/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU and call with OC	450.00	0.8	360.00	107,122.50
02/05/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC re Workweek Calculation	700.00	0.6	420.00	107,542.50
02/05/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	700.00	0.3	210.00	107,752.50
02/07/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.7	490.00	108,242.50
02/07/2024	No	Jennifer Heming	Email OC re MTC	225.00	0.1	22.50	108,265.00

02/08/2024	No	Jennifer Heming	File maintenance	225.00	0.5	112.50	108,377.50
02/13/2024	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised MOU with Defense Edits	700.00	1.2	840.00	109,217.50
02/16/2024	No	Sydney Castillo-Johnson	Settlement - Emails to/from OC Re MOU	450.00	0.9	405.00	109,622.50
02/16/2024	No	Sydney Castillo-Johnson	Case management - client call	450.00	0.2	90.00	109,712.50
02/20/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.4	280.00	109,992.50
02/20/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU, call with OC	450.00	0.6	270.00	110,262.50
02/22/2024	No	Perssia Razma	Case management- read emails to/from oc re settlement discussions	400.00	0.5	200.00	110,462.50
02/22/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	1	450.00	110,912.50
02/23/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC SAR	700.00	0.7	490.00	111,402.50
02/26/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.3	210.00	111,612.50
02/26/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re settlement terms	400.00	0.5	200.00	111,812.50
02/27/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	1	700.00	112,512.50
02/27/2024	No	Perssia Razma	Settlement- emails w/ oc re MOU	400.00	0.5	200.00	112,712.50
02/29/2024	No	Sydney Castillo-Johnson	Settlement - R&R MOU	450.00	0.4	180.00	112,892.50
03/01/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.3	210.00	113,102.50
03/01/2024	No	Jennifer Heming	Email to Client re MOU	225.00	0.1	22.50	113,125.00
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	113,575.00
03/04/2024	No	Jennifer Heming	Email to OC re MOU	225.00	0.1	22.50	113,597.50
03/11/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.2	140.00	113,737.50
03/11/2024	No	Jennifer Heming	Email from OC re MOU	225.00	0.1	22.50	113,760.00
03/12/2024	No	Jennifer Heming	Email to OC re MOU	225.00	0.1	22.50	113,782.50
03/12/2024	No	Jennifer Heming	Calendar MPA hearing date and deadlines	225.00	0.3	67.50	113,850.00
03/12/2024	No	Jennifer Heming	Call to Clerk to reserve MPA hearing date	225.00	0.5	112.50	113,962.50
03/12/2024	No	Jennifer Heming	Emails to OC re MTC	225.00	0.2	45.00	114,007.50
03/12/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re mtc deadline	400.00	0.2	80.00	114,087.50
03/12/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU	450.00	0.8	360.00	114,447.50
03/12/2024	No	Sydney Castillo-Johnson	Law and Motion - emails re MPA	450.00	0.6	270.00	114,717.50
03/13/2024	No	Jennifer Heming	Formatting on SAR	225.00	0.6	135.00	114,852.50
03/13/2024	No	Sydney Castillo-Johnson	Settlement - draft SAR	450.00	0.5	225.00	115,077.50
03/20/2024	No	Sydney Castillo-Johnson	Settlement - review prior orders re MPA and SAR	450.00	1.4	630.00	115,707.50
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	117,102.50
03/22/2024	No	Jennifer Heming	File maintenance - save admin bid.	225.00	0.1	22.50	117,125.00
03/22/2024	No	Jennifer Heming	Email corres. to Admins for bids.	225.00	0.6	135.00	117,260.00
03/22/2024	No	Sydney Castillo-Johnson	Settlement - draft SAR and notice	450.00	3.2	1,440.00	118,700.00
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	121,430.00
03/25/2024	No	Jennifer Heming	Emails to admins re bids	225.00	0.3	67.50	121,497.50
03/25/2024	No	Perssia Razma	Case management- emails w/ co-counsel re MPA	400.00	0.3	120.00	121,617.50
03/25/2024	No	Sydney Castillo-Johnson	Settlement - request admin bids	450.00	0.4	180.00	121,797.50
03/27/2024	No	Sydney Castillo-Johnson	Settlement - revise SAR and notice	450.00	1.7	765.00	122,562.50
03/28/2024	No	Perssia Razma	Settlement- reviewed SAR drafts	400.00	1	400.00	122,962.50
04/04/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re SAR drafts	400.00	0.3	120.00	123,082.50
04/04/2024	No	Sydney Castillo-Johnson	Settlement - review OC revisions to SAR and notice	450.00	0.6	270.00	123,352.50
04/08/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.4	280.00	123,632.50
04/08/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re SAR drafts	400.00	1	400.00	124,032.50
04/08/2024	No	Sydney Castillo-Johnson	Case management - client call	450.00	0.1	45.00	124,077.50
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	124,617.50
04/09/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	700.00	0.3	210.00	124,827.50
04/09/2024	No	Jennifer Heming	Send SARs to client. Calendaring.	225.00	0.3	67.50	124,895.00
04/09/2024	No	Jennifer Heming	Emails to OC re MTC	225.00	0.3	67.50	124,962.50
04/09/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re MTC deadline	400.00	0.2	80.00	125,042.50
04/09/2024	No	Sydney Castillo-Johnson	Settlement - finalize SAR, emails re client call	450.00	0.8	360.00	125,402.50
04/12/2024	No	Sydney Castillo-Johnson	Settlement - revise SAR, emails re SAR and add'l provisions	450.00	2	900.00	126,302.50
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	127,632.50

04/15/2024	No	Jennifer Heming	File maintenance.	225.00	0.5	112.50	127,745.00
04/15/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re SAR	400.00	0.3	120.00	127,865.00
04/15/2024	No	Sydney Castillo-Johnson	Settlement - revise and finalize SAR	450.00	0.5	225.00	128,090.00
04/17/2024	No	Perssia Razma	Case management- emails w/ co-counsel re SAR drafts	400.00	0.4	160.00	128,250.00
04/17/2024	No	Sydney Castillo-Johnson	Settlement - client call re SAR	450.00	0.6	270.00	128,520.00
04/18/2024	No	Sydney Castillo-Johnson	Case management - review and revise CMS	450.00	0.3	135.00	128,655.00
04/19/2024	No	Jennifer Heming	Email to OC re M&C on CMS	225.00	0.3	67.50	128,722.50
04/19/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re CMS	400.00	0.2	80.00	128,802.50
04/23/2024	No	Jennifer Heming	Client update.	225.00	0.5	112.50	128,915.00
04/23/2024	No	Jennifer Heming	Review, finalize, file, and serve CMS.	225.00	0.7	157.50	129,072.50
04/23/2024	No	Sydney Castillo-Johnson	Case management - emails re CMS	450.00	0.3	135.00	129,207.50
04/24/2024	No	Jennifer Heming	Review client docs	225.00	0.3	67.50	129,275.00
04/25/2024	No	Jennifer Heming	File maintenance	225.00	0.3	67.50	129,342.50
04/26/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	129,552.50
04/26/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR revisions	450.00	0.3	135.00	129,687.50
04/27/2024	No	Sydney Castillo-Johnson	Case management - emails re call summary and call with OC	450.00	0.3	135.00	129,822.50
04/29/2024	No	Jennifer Heming	Emails to settlement admin	225.00	0.1	22.50	129,845.00
04/29/2024	No	Perssia Razma	Case management- emails w/ admin re revised bids	400.00	0.2	80.00	129,925.00
04/29/2024	No	Sydney Castillo-Johnson	Settlement - request revised admin bid	450.00	0.3	135.00	130,060.00
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	130,735.00
05/02/2024	No	Sydney Castillo-Johnson	Case management - meeting re SAR and MPA; emails re CMC	450.00	0.3	135.00	130,870.00
05/07/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	1.1	770.00	131,640.00
05/07/2024	No	Jennifer Heming	Emails with co counsel	225.00	0.3	67.50	131,707.50
05/07/2024	No	Jennifer Heming	Review, finalize, file, and serve NOA.	225.00	0.7	157.50	131,865.00
05/07/2024	No	Perssia Razma	Case management/Settlement- emails w/ co-counsel/oc re SARs	400.00	1	400.00	132,265.00
05/08/2024	No	Sydney Castillo-Johnson	Case management - attend CMC	450.00	1	450.00	132,715.00
05/13/2024	No	Perssia Razma	Case management/Settlement- emails w/ co-counsel re SAR	400.00	0.3	120.00	132,835.00
05/20/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	133,045.00
05/22/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re SAR	400.00	0.3	120.00	133,165.00
05/23/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re SAR	400.00	0.2	80.00	133,245.00
05/23/2024	No	Sydney Castillo-Johnson	Settlement - follow up on SAR	450.00	0.1	45.00	133,290.00
05/24/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.5	350.00	133,640.00
05/24/2024	No	Jennifer Heming	Email corres. with counsel re SAR.	225.00	0.2	45.00	133,685.00
05/24/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re SAR	400.00	0.4	160.00	133,845.00
05/28/2024	No	Jennifer Heming	Email corres. with OC.	225.00	0.2	45.00	133,890.00
06/03/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	134,100.00
06/04/2024	No	Jennifer Heming	Email corres. with OC re MPA hearing and filing deadline.	225.00	0.3	67.50	134,167.50
06/04/2024	No	Perssia Razma	Case management/settlement- emails w/ co-counsel re MOU	400.00	0.3	120.00	134,287.50
06/04/2024	No	Sydney Castillo-Johnson	Legal research - MPA standards; kullar; prelim. cert requirements	450.00	4.3	1,935.00	136,222.50
06/05/2024	No	Perssia Razma	Case management- emails w/ co-counsel re MPA	400.00	0.3	120.00	136,342.50
06/05/2024	No	Sydney Castillo-Johnson	Law and motion - review mediation brief in anticipation of preliminary approval; draft notice, proposed judgment	450.00	2.8	1,260.00	137,602.50
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	140,797.50
06/11/2024	No	Jennifer Heming	Email corres. with counsel re executed agreement.	225.00	0.1	22.50	140,820.00
06/11/2024	No	Jennifer Heming	Email corres. with settlement administrator.	225.00	0.1	22.50	140,842.50
06/11/2024	No	Jennifer Heming	Email corres. with counsel.	225.00	0.1	22.50	140,865.00
06/11/2024	No	Sydney Castillo-Johnson	Law and Motion - draft P&As	450.00	0.8	360.00	141,225.00
06/11/2024	No	Sydney Castillo-Johnson	Settlement - emails re signatures	450.00	0.3	135.00	141,360.00
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	144,230.00
06/12/2024	No	Jean Claude Lapuyade	Law and Motion - Emails to/from Co Counsel Re MPA Review	700.00	0.2	140.00	144,370.00
06/12/2024	No	Perssia Razma	Case management/law and motion - emails w/ co-counsel/expert re damages	400.00	0.3	120.00	144,490.00
06/12/2024	No	Sydney Castillo-Johnson	Law and motion - meeting re P&As	450.00	0.4	180.00	144,670.00
06/13/2024	No	Monnett DeLaTorre	Review motion for preliminary approval and all supporting documents.	650.00	3.2	2,080.00	146,750.00
06/13/2024	No	Sydney Castillo-Johnson	Law and motion - review comments to MPA; revise P&As	450.00	0.6	270.00	147,020.00

06/14/2024	No	Sydney Castillo-Johnson	Law and motion - emails re MPA	450.00	0.5	225.00	147,245.00
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	147,470.00
06/18/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.2	140.00	147,610.00
06/18/2024	No	Sydney Castillo-Johnson	Law and motion - revise PLA dec ISO MPA	450.00	0.4	180.00	147,790.00
06/20/2024	No	Jean Claude Lapuyade	Law and Motion - Revised JCL Dec. ISO MPA	700.00	0.8	560.00	148,350.00
06/20/2024	No	Sydney Castillo-Johnson	Law and motion - finalize P&As; revise decs; finalize papers	450.00	1.6	720.00	149,070.00
Total for Nunez v. Titan (002-461)					276.5	\$ 149,070.00	

Thursday, Jun 20, 2024 11:54:18 AM GMT-7

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