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Attorneys for Plaintiff MANUEL DIAZ NUNEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

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

Plaintiff,

v.

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

Defendants.

Case No. VCU296822

[PROPOSED] JUDGMENT

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

Judge: Hon. Bret D. Hilman
Dept.: 2

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class Action
2 and PAGA Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award and
3 Class Representative Service Award duly came on for hearing on January 28, 2025, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all non-exempt employees who are or previously were employed by
10 Defendant Titan AG Services, Inc., staffed to work at Defendant Royal Farms, Inc.'s farms and
11 performed work in California during the period from March 21, 2019, through September 11, 2022
12 ("Class Period").

13 2. All persons who meet the foregoing definition are members of the Settlement Class,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
16 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
17 Settlement Class shall take nothing in the Action. Each party shall bear its own attorneys' fees and
18 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
19 of Class Action and PAGA Settlement and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
23 benefits.

24 5. As of the date the Defendants fully fund the Gross Settlement Amount, each Class
25 Member who has not validly opted out has released the "Released Class Claims" against the
26 Defendant as set forth in the Agreement. The Released Class Claims are defined as all class claims
27 alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint
28 in the Action which occurred during the Class Period, and expressly excluding all other claims,

1 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
2 social security, workers' compensation, and class claims outside of the Class Period.

3 6. As of the date the Defendants fully fund the Gross Settlement Amount, the Plaintiff,
4 the Labor and Workforce Development Agency ("LWDA"), the State of California shall release the
5 Defendants from the "Released PAGA Claims" for the "PAGA Period" as set forth in the
6 Agreement.

7 7. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
8 The Aggrieved Employees are defined as all non-exempt employees who are or previously were
9 employed by Defendant Titan AG Services, Inc., staffed to work at Defendant Royal Farms, Inc.'s
10 farms and performed work in California during the PAGA Period. The Released PAGA Claims are
11 defined as all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA
12 notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other
13 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
14 disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.
15 The PAGA Period means the period of March 21, 2022, through September 11, 2022.

16 8. This Court hereby grants final approval and awards the following: (i) Three Hundred
17 Sixty-Eight Thousand, Eight Hundred Fifteen Dollars and Thirty-Six Cents (\$368,815.36) for the
18 Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Three Hundred
19 Fifty-Two Thousand, Four Hundred Eighty-Two Dollars and Ninety-Five Cents (\$352,482.95) and
20 actually incurred litigation expenses in the amount of Sixteen Thousand, Three Hundred Thirty-
21 Two Dollars and Forty-One Cents (\$16,332.41); (ii) the Class Representative Service Award to
22 Class Representative Manuel Diaz Nunez in the amount of Five Thousand Dollars and Zero Cents
23 (\$5,000.00); (iii) Settlement Administration Costs of Fifty-Three Thousand Dollars and Zero Cents
24 (\$53,000.00) to APEX Class Action LLC; (iv) the LWDA Payment of Forty-Five Thousand Dollars
25 and Zero Cents (\$45,000.00) (75% of the PAGA Payment) to the Labor and Workforce
26 Development Agency; and the Aggrieved Employee Payment of Fifteen Thousand Dollars and Zero
27 Cents (\$15,000.00) (25% of the PAGA Payment) to the Aggrieved Employees.

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1 9. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
2 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
3 section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

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8 DATED: _____, 2025
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10 _____
11 Hon. Bret D. Hilman
12 Judge, Superior Court for the State of California,
13 County of Tulare
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