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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

**DECLARATION OF TATIANA
HERNÁNDEZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

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

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

1 I, Tatiana Hernández, declare as follows:

2 **I. INTRODUCTION**

3 1. I am an attorney duly licensed to practice law before all Courts in California. I am the
4 principal of the Law Office of Tatiana Hernández, P.C. I, along with my co-counsel (Jean-Claude
5 Lapuyade, Esq., Sydney Castillo-Johnson, Esq., and Perssia Razma, Esq. of JCL LAW FIRM, APC;
6 and Shani O. Zakay, Esq. of Zakay Law Group, APLC, (my “Co-Counsel”, and collectively, with
7 myself, “Class Counsel”) am counsel of record for Plaintiff MANUEL DIAZ NUNEZ (“Plaintiff”)
8 in this wage and hour class action matter (“Action”) filed against TITAN AG SERVICES, INC. and
9 ROYAL FARMS, INC. (“Defendants”).

10 2. I am familiar with the file, the documents, and the history related to this Action. I
11 make this declaration in support of Plaintiff’s Motion for Final Approval of Class Action and PAGA
12 Settlement (“Motion”). I make this declaration on the basis of my own personal knowledge and could
13 and would testify competently to the facts stated herein.

14 3. I have no knowledge of the existence of any conflicting interests between my firm and
15 my co-counsel, on the one hand, and Plaintiff, any other Class Member, and/or any other Aggrieved
16 Employee, on the other hand.

17 **II. FAIRNESS AND ADEQUACY OF THE PROPOSED SETTLEMENT AND**
18 **PRELIMINARY APPROVAL**

19 4. Based on my own investigation, I am of the opinion that the Class Action and PAGA
20 Settlement Agreement (the “Agreement”) is fair, reasonable, and adequate, and is the best possible result
21 and recovery for Class Members given the risk, expense, complexity, and likely duration of litigation as
22 stated in my declaration in support of preliminary approval. As set forth in the Court’s July 16, 2024,
23 Order Granting Preliminary Approval of Class Action Settlement (the “PA Order”), this Court granted
24 preliminary approval of the class action settlement between Plaintiff and Defendants. The notice and
25 settlement administration process as set forth in the PA Order has been substantially complied with to
26 date, as set forth in the declaration of the Settlement Administrator submitted in support of Plaintiff’s
27 Motion for Final Approval. The Gross Settlement Amount (“GSA”) of \$1,200,000.00 will be in full
28 settlement of the released claims asserted in this case, including the administrative expenses, class

1 attorney fees and expenses, and incentive award. The settlement is a “checks-cashed” settlement meaning
2 that Class Members do not need to submit a claim form in order to receive a settlement share.

3 5. After all Court-approved deductions from the non-reversionary GSA the Net Settlement
4 Amount will be distributed to the Participating Class Members who did not request exclusion based on
5 their weeks worked during the Class Period. Class Members were provided with an estimate of their
6 portion of the Settlement share as part of the class notice process. Class Members were fully informed
7 of the nature of the lawsuit, their rights under the Settlement Agreement and applicable law, and provided
8 with notice of the settlement, its terms, and their right to opt out, object, appear at the fairness hearing or
9 challenge their number of Workweeks as set out in the notice. All Class Members will automatically
10 receive a settlement payment unless they opt-out of the Settlement. Class Members were all given the
11 opportunity to challenge their weeks worked within the Class Period as part of the notice process. Based
12 upon the calculations stipulated in the Settlement, the average individual settlement payment will be
13 approximately \$72.03 while the highest individual settlement payment is approximately \$760.80.
14 Aggrieved Employees will receive an estimated average Aggrieved Employee Payment of \$5.77, with
15 the highest Aggrieved Employee Payment estimated to be \$24.10. In my experience, these amounts are
16 within the range of the amounts recovered for class members in class action settlements. This is further
17 supported by the fact that, to date, there have been ***no objections*** to the settlement and ***no requests for***
18 ***exclusion.***

19 6. The 60-day deadline to opt-out of the Settlement or challenge the Settlement
20 Administrator’s calculation of weeks worked is more than sufficient time for Class Members to submit
21 their responses. A 60-day period by which to exclude themselves provides an ample buffer for Class
22 Members and ensures that no Class Member is rushed or risks missing the deadline if opting out or
23 submitting a challenge to weeks worked.

24 7. Based on our independent investigation, evaluation, and consultation with Plaintiff and
25 my co-counsel, I am of the opinion that the Settlement with Defendant for the consideration and on the
26 terms set forth in the Agreement is fair, reasonable, and adequate. In evaluating the benefit of the
27 Agreement, Plaintiff’s counsel carefully scrutinized the case and considered the risk of significant delay
28

1 in litigating the case, the defenses asserted by Defendant, the intrinsic uncertainties regarding class
2 certification, and numerous other potential appellate issues.

3 **III. ATTORNEY EXPERIENCE AND ATTORNEYS' FEES AND COSTS**

4 8. Plaintiff also requests that the Court grant final approval of an award of reasonable
5 attorneys', as agreed to in the Agreement. This fee award of up to 1/3 of the GSA is reasonable
6 considering the experience of Class Counsel in wage and hour class actions, the legal expertise required
7 to litigate this case and negotiate this Settlement, and the time that Class Counsel has dedicated to this
8 case. The attorneys' fees sought here are typical of the attorneys' fee awards granted in similar cases
9 (typically fees are one-third of the Gross Settlement Amount).

10 9. I am experienced in wage-and-hour class actions. California courts have certified me
11 and my firm as adequate and competent class counsel in class actions. Given the risks inherent in
12 litigation, and the strong defenses asserted, this settlement is fair, adequate, and reasonable and in
13 the best interests of the Settlement Class Members. The settlement is also consistent with other
14 settlements that received approval of the Courts.

15 10. I received my LL.M. Master of Laws from the University of Southern California and
16 became a member of the California State Bar in 2008. From 2008 through 2013, I was an associate
17 with the firm Ackermann & Tilajef, P.C., a plaintiffs' employment law firm. During my time at
18 Ackermann & Tilajef, I handled every aspect of employment law, including wage and hour
19 litigation, which permitted me to refine my skills in interviewing clients; drafting and filing
20 complaints; drafting and responding to written discovery; taking and defending depositions;
21 opposing summary judgment motions, and trial preparation. I particularly received great exposure
22 and experience in handling complex and class action litigation in this practice area.

23 11. In 2013, I started my own practice, which concentrates primarily on employment
24 cases as well as wage and hour class actions. I am currently co-counsel with others for wage and
25 hour class actions. I am a member in good standing of the California Bar. I was admitted to the
26 Washington State Bar in December 2018. I have been appointed adequate class counsel in several
27 recent employment class action cases in California and Washington State, including:

- 28 • *Maria Enriquez v. Darbun Enterprises a California Corporation dba All Saints*

1 *Healthcare.*, Order Granting Final Approval of Class Action Settlement, Case
2 No. BC-549699, Los Angeles Superior Court (August 11, 2017) (Judge Kenneth
3 R. Freeman);

- 4 • *Ernesto Carrillo v. Sierra Trucking, Inc. and Lutrel Trucking, Inc. Express,*
5 *Inc.*, Order Granting Final Approval of Class Action Settlement, Case No.
6 BCV-16-101267, Kern County Super. Ct. (Sept. 20, 2017) (Judge Thomas S.
7 Clark);
- 8 • *Ramirez v. Valley Roz Orchards, LP*, Order and Final Judgment Granting Final
9 Approval of Class Action Settlement and Attorney's Fees and Costs, Case No.
10 17-2-00221-39, Wash. Super. Ct., Yakima County (Nov. 17, 2017) (Judge
11 Michael McCarthy);
- 12 • *Santiago Medina Chipres v. M&L Contractor, LLC*, Case No. 17-250197-11,
13 Franklin County Super. Ct. (Judge Joseph M. Burrowes) (granting preliminary
14 approval to class action settlement on August 7, 2017);
- 15 • *Francisco Flores Olivares v. Stemilt AG Services, LLC*, Case No. 17-2-00024-2,
16 Chelan County Super. Ct. (Judge Alicia H. Nakata) (granting preliminary
17 approval to class action settlement on September 26, 2017);
- 18 • *Lleccenia Reducindo v. Evans Fruit Co., Inc.*, Case No. 17-2-00459-39, Yakima
19 County Super. Ct. (Judge Richard H. Bartheld) (granting preliminary approval
20 to class action settlement on September 19, 2017);
- 21 • *Perez-Hernandez v. Oasis Farms, Inc.*, Order and Final Judgment Granting
22 Final Approval of Class Action Settlement and Attorneys' Fees and Costs, Case
23 No. 17-2-00749-5, Wash. Super. Ct., Yakima County (Jan. 12, 2018) (Judge
24 Sam Swanberg);
- 25 • *Flores Olivares v. Stemilt AG Services, LLC*, Order and Final Judgment
26 Granting Final Approval of Class Action Settlement and Attorneys' Fees and
27 Costs, Case No. 17-2-00024-2, Wash. Super. Ct. Chelan County (Feb. 8, 2018)
28 (Judge Robert McSeveney);

- *Flores Olivares v. Blue Mountain Farms, LLC*, Order and Final Judgment Granting Final Approval of Class Action Settlement and Attorneys’ Fees and Costs, Case No. 17-2-00028-1, Wash. Super. Ct. Walla Walla County (Feb. 16, 2018) (Judge John W. Lohrmann);
- *Espindola Mendoza et al. v. Apple Eye Orchards, Inc. et al.*, Order and Final Judgement Granting Final Approval of Class Action Settlement and Attorneys’ Fees and Costs, Case No. 17-2-00157-5, Wash. Super. Ct. Chelan County (Feb. 27, 2018) (Judge Lesley A. Allan);
- *Garcia v. Carpenter Ranches, LLC*, Order and Final Judgement Granting Final Approval of Class Action Settlement and Attorneys’ Fees and Costs, Case No. 17-2-00405-39, Wash. Super. Ct. Yakima County (Mar. 16, 2018) (Judge Richard H. Bartheld);
- *Vilchis-Bautista v. Brewster Heights Packing & Orchards, LP DBA Gebbers Farms et al.*, Order and Final Judgement Granting Final Approval of Class Action Settlement and Attorneys’ Fees and Costs, Case No. 17-2-00254-4, Wash. Super. Ct. Okanogan County (Mar. 20, 2018) (Judge Thomas F. O’Connell);
- *Ayala v. Olsen Brothers Ranches, Inc.*, Order and Final Judgement Granting Final Approval of Class Action Settlement and Attorneys’ Fees and Costs, Case No. 17-2-01046-1, Wash. Super. Ct. Benton County (July 24, 2018) (Judge Alexander C. Ekstrom);
- *Zepeda et al. v. Flamingo Trucking, Inc.*, Order and Judgement Granting Final Approval of Class Action Settlement and Attorneys’ Fees and Costs, Case No. 17-2-00280-5, Wash. Super. Ct. Adams County (January 14, 2019) (Judge Steve Dixon).

12. In addition to prosecuting wage-and-hour class actions, my firm also prosecutes complex wage-and-hour PAGA representative actions (*see Alfonso Servin Maria Enriquez v. Noble House Home Furnishings LLC*, Order Granting Final Approval of PAGA Settlement, Case No.

20CMCV00152 Compton Superior Court (November 18, 2020) (Judge Maurice A. Leiter); *Julio Lenarch Aranda v. Saladin, Inc. and Lutrel Trucking, Inc. Express, Inc.*, Order Granting Final Approval of Class Action Settlement, Case No. 34-2020-00280800-CU-OE-GDS, Sacramento County Superior Court (August 20, 2020) (Judge Christopher E. Krueger).

13. I am more than fourteen years out of law school, and I have amassed significant experience in complex class action litigation. Throughout the course of my career as an employment law attorney, which spans over fifteen years, I have amassed significant experience in complex class action litigation. Based on the “Laffey Matrix” for attorneys, my hourly rate is calculated at \$829.00 per hour. See <http://www.laffeymatrix.com/>. My hourly rate has been recently approved by courts in California. See *Franco v. BMC West, LLC*, Order Granting Final Approval of Class Action Settlement and Final Judgement, Case No. CIVSB2123090, Cal. Super. Ct. San Bernardino County (June 26, 2023) (Judge Joseph T. Ortiz); *Maria Milan Torres v. Henley Restaurants, Inc.*, Order Granting Final Approval of Class Action Settlement and Final Judgement, Case No. 22CV407152, Cal. Super. Ct. Santa Clara County (Judge Theodore C. Zayner); *Johana Avila v. GTM Wholesale Liquidators, Inc.*, Order Granting Final Approval of Class Action Settlement and Final Judgement, Case No. 37-2021-00051013-CU-OE-CTL (April 5, 2024) (Judge, Hon. Blaine K. Bowman).

14. Finally, since its inception, my firm has represented numerous individual employees in cases brought under various state and federal statutes, including the California Labor Code and the California Fair Employment and Housing Act, and we have obtained favorable results in many of our individual cases.

15. Class Counsel agreed to represent Plaintiff on behalf of the putative Class on a contingency basis. Class Counsel also took on this case despite the known risks associated with Plaintiff’s claims and the Class allegations, in addition to the unpredictable risks that are common to most complex employment class actions that develop only over the course of the litigation. Such unpredictable factors include the possibilities of changes or developments in the law and actions by Defendant or its counsel. Notwithstanding these risks, Class Counsel was able to obtain a fair settlement for the Class considering all the circumstances of this case.

16. To date, my firm has expended no less than 29.2 hours in connection with the prosecution of this action for a total lodestar of no less than \$24,206.80.¹ Attached as **Exhibit A** is a time sheet of the contemporaneous time records maintained by the Law Office of Tatiana Hernandez, P.C. for the services performed in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 19, 2024 at Beverly Hills, California.

Tatiana Hernandez
Tatiana Hernández, Esq.

¹ In my declaration for preliminary approval, I inadvertently misstated the actual lodestar amount. The correct lodestar amount should have been \$20,061.80, not \$24,061.80. I apologize to the Court for this mistake.

EXHIBIT A

Tatiana Hernandez

Law Office of Tatiana Hernandez,P.C.

Time for Manuel Diaz Nunez v. Titan Ag Services et al

DATE	Description	HOURS	RATE	AMOUNT
10/14/2022	Initial intake interview	1.1	829.00	911.90
10/18/2022	Reviewed documents produced by client in support of potential claims call with Ana re same	0.5	829.00	414.50
10/22/2022	follow up with Manuel re additional questions	0.4	829.00	331.60
10/24/2022	call with Manuel re other documents to be provided, and factual information re potential claims, discussed authorization for 226 request	0.8	829.00	663.20
10/25/22	Prepared cover letter and 226 request to mail Legal research re potential PAGA/class case research of Paga	1.9	829.00	1,575.10
10/27/22	Coordinated with Ana to submit documents to client for signature and calendaring	0.4	829.00	331.60
11/29/22	Research into Human Resources and registered agent and drafted letter re 226 request	1.5	829.00	1,243.50
12/22/22	Contact Defendant following upon file request, submitted another follow-up request	0.5	829.00	414.50
1/4/23	followed up re USPS confirmation of the 226 2nd request, contacted the Defendant for status	0.7	829.00	580.30
2/3/23	communication with Jean Claude re intake,226 status request and legal research re claims	0.5	829.00	414.50
2/7/23	communication with Manuel re case status and follow up call with co counsel	0.6	829.00	497.40
2/13/23	Communication with Co counsel and Ana re client contact information and retainer	0.3	829.00	248.70
2/14/23	communication with Ana to provide co counsel with client's contact information	0.2	829.00	165.80
2/21/23	reviewed retainer agreement coordinated internal deadlines with Ana	0.8	829.00	663.20
12/21/23	Communication with co counsel re mediation proposal	0.4	829.00	331.60
1/11/24	communication with co counsel re status of mediator proposal, provide Ana with update	0.3	829.00	248.70
4/25/24	communication with co counsel proposal, settlement and deadlines for preliminary approval motion, calendaring	0.6	829.00	497.40
5/6/24	communication with co counsel re notice of association of counsel	0.3	829.00	248.70
5/7/24	coordinated with Ana re Case filing and NOA	0.9	829.00	746.10
5/7/24	reviewed notice of appearance email with co counsel reviewed settlement agreement and class notice circulated edits	1.7	829.00	1,409.30
5/8/24	call with co counsel re case notice of association of counsel, coordinated with Ana to calendar motion deadlines	0.7	829.00	580.30
5/13/24	Further edits to the Class Notice	0.7	829.00	580.30
5/20/24	Email exchange with op. counsel re changes to the settlement agreement	0.4	829.00	331.60
5/22/24	email exchange re revisions to the agreement	0.2	829.00	165.80

[illegible]