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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] ORDER GRANTING FINAL
APPROVAL**

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 Awards duly came on for hearing on January 28, 2025, before the
4 above-entitled Court. Zakay Law Group, APLC, the JCL Law Firm, APC, and the Law Office of
5 Tatiana Hernandez, P.C. appeared on behalf of Plaintiff MANUEL DIAZ NUNEZ ("Plaintiff").
6 Littler Mendelson, P.C. appeared on behalf of Defendant TITAN AG SERVICES, INC., and
7 McCormick, Barstow, Sheppard, Wayte & Carruth LLP appeared on behalf of Defendant ROYAL
8 FARMS, INC. (hereinafter collectively "Defendants").

9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All capitalized terms used herein shall have the same meaning as defined in
14 the Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of Tulare ("Court"), Case No. VCU296822, entitled
17 *Manuel Diaz Nunez v. Titan AG Services, Inc., et al.*, and over all Parties to this litigation, including
18 the Class.

19 **Preliminary Approval of the Settlement**

20 3. On July 16, 2024, the Court granted preliminary approval of a class-wide
21 settlement. At this same time, the court approved certification of a provisional settlement class for
22 settlement purposes only. The Court confirms this Order and finally approves the settlement and
23 the certification of the Class.

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Notice Packet was
26 mailed by first class mail to the Class Members at their last known addresses on September 9, 2024.
27 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
28 circumstances and was reasonably calculated to communicate actual notice of the litigation and the

1 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was November 8, 2024.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness Of the Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$1,200,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

11 a. The settlement was reached through arms-length bargaining between
12 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
13 settlement.

14 b. The Parties' investigation and discovery have been sufficient to allow
15 the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. The percentage of objectors and requests for exclusion is small. No
20 objections were received. No requests for exclusion were received.

21 e. The participation rate is high. All Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
25 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
26 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
27 litigation and the delays which would ensue from continued prosecution of the Action.

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1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **Class Counsel Award**

4 9. The Agreement provides for a Class Counsel Award in the amount of up to
5 Three Hundred Seventy-Seven Thousand, Four Hundred Eighty-Two Dollars and Ninety-Five
6 Cents (\$377,482.95), comprised of attorneys' fees equal to one-third (1/3) of the Gross Settlement
7 Amount, or Three Hundred Fifty-Two Thousand, Four Hundred Eighty-Two Dollars and Ninety-
8 Five Cents (\$352,482.95) and reimbursement of costs and expenses in the amount of Sixteen
9 Thousand, Three Hundred Thirty-Two Dollars and Forty-One Cents (\$16,332.41).

10 10. A Class Counsel Award of Three Hundred Sixty-Eight Thousand, Eight
11 Hundred Fifteen Dollars and Thirty-Six Cents (\$368,815.36) comprised of attorneys' fees in the
12 amount of Three Hundred Fifty-Two Thousand, Four Hundred Eighty-Two Dollars and Ninety-Five
13 Cents (\$352,482.95) and reimbursement of actually incurred costs and expenses in the amount of
14 Sixteen Thousand, Three Hundred Thirty-Two Dollars and Forty-One Cents (\$16,332.41) is
15 reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
16 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents
17 1/3 of the common fund, which is reasonable and at the low end of the range for fee awards in
18 common fund cases and is supported by Class Counsel's lodestar.

19 **Class Representative Service Award**

20 11. The Agreement provides for a Class Representative Service Award of Ten
21 Thousand Dollars and Zero Cents (\$10,000.000), subject to the Court's approval. The Court finds
22 that the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) is reasonable in light of the
23 risks and burdens undertaken by Plaintiff in this class action litigation.

24 **Settlement Administration Costs**

25 12. The Agreement provides for Settlement Administration Costs to be paid in
26 an amount not to exceed \$53,000.00. The Declaration of the Settlement Administrator provides that
27 the actual claims administration expenses were \$53,000.00. The amount of this payment is
28 reasonable in light of the work performed by the Settlement Administrator.

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1. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include 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 (“Class”) during the period from March 21, 2019, through September 11, 2022 (“Class Period”).

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

5. The payment of the Class Representative Service Award to the Plaintiff Manuel Diaz Nunez in the amount of \$5,000.00 is approved.

7. The PAGA Payment of \$60,000.00 is hereby approved as fair, reasonable, adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds

1 that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any fraud
2 or collusion.

3 8. Final Judgment is hereby entered in this action. The Final Judgment shall
4 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
5 of Defendants from all class claims alleged in the operative complaint which occurred during the
6 Class Period. To the extent employees are required to “opt-in” to have this release be deemed
7 effective under federal law, the acceptance and negotiation of any settlement check shall be deemed
8 effective for that purpose.

9 9. Final Judgment shall also bind Plaintiff, the LWDA, the State of California,
10 and all Aggrieved Employees pursuant to the California Labor Code Private Attorneys’ General Act
11 (“PAGA”) and shall release Defendants from all PAGA claims alleged in the operative complaint
12 in the Action and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period,
13 and expressly excluding all other claims, including claims for vested benefits, wrongful termination,
14 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
15 outside of the PAGA Period.

16 10. The term “Aggrieved Employees” is hereby defined as all non-exempt
17 employees who are or previously were employed by Defendant Titan AG Services, Inc., staffed to
18 work at Defendant Royal Farms, Inc.’s farms and performed work in California during the PAGA
19 Period. The PAGA Period means the period between March 21, 2022, through September 11, 2022.

20 11. The Court further finds and determines that Class Counsel satisfied California
21 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
22 under the Private Attorney General Act (“PAGA”) on June 21, 2024, and again on December 19,
23 2024.

24 12. The Court orders Class Counsel to comply with California Labor Code §
25 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s
26 entry of this Order Class Period.

27 13. The Agreement is not an admission by Defendants, nor is this Final Approval
28 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by

1 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
2 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
3 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
4 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
5 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
6 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
7 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
8 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
9 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
10 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
11 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
12 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
13 or issue preclusion or similar defense as to the claims being released by the Settlement.

14 14. Notice of entry of this Final Approval Order and Judgment shall be given to
15 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
16 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
17 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
18 in the Notice Packet.

19 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
20 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
21 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
22 connection with the distribution of settlement benefits.

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1 16. If the Settlement does not become final and effective in accordance with the
2 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
3 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
4 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
5 be vacated.

6 **IT IS SO 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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