

which sets forth the terms and conditions for a proposed settlement of this action and for its dismissal with prejudice upon the terms and conditions set forth therein. The Settlement Agreement includes a class settlement agreement and release resolving the claims of two proposed Settlement Classes (the “Settlement”).

This Court (i) preliminarily approved the Settlement under Federal Rule of Civil Procedure 23, (ii) found that the Court will likely be able to certify the Settlement Classes after the Final Approval Hearing, and (iii) directed notice be provided to the Classes. D.I. 158. Before the Court is the Class Representatives’ unopposed motion for an order granting final approval of the settlement, certifying the Classes for settlement, and awarding attorneys’ fees and costs to Class and Plaintiffs’ counsel and recognition payments to the Class Representatives, John Doe XVII and John Doe XIII.

The Court is familiar with and has reviewed the Settlement Agreement, Plaintiffs’ Motion for Final Approval of Class Action Settlement and supporting evidence, the arguments in support thereof, and the supporting Exhibits, and after conducting a final approval hearing, has found good cause for entering this Order. The Court hereby ORDERS as follows:

1. The Motion is GRANTED.
2. The Court hereby approves the Settlement and the terms embodied therein as fair, reasonable, and adequate and in the best interest of Plaintiffs and the Settlement Class Members.

3. More specifically, the Court approves the Settlement under Fed. R. Civ. P. 23(e)(2), and certifies the Farmers' Cooperative Class and the Panamá Class under Fed. R. Civ. P. 23(a) and (b)(3).

4. The Court finds that Rule 23(e)(2)(A) is satisfied because the Class Representatives and Class Counsel have adequately represented, and will continue to adequately represent, the Classes.

5. The Court finds that Rule 23(e)(2)(B) is satisfied because the Settlement appears to be the product of non-collusive, arm's length negotiations between the Parties, through experienced attorneys who were well informed of the strengths and weaknesses of this action, including through motion practice, over the course of almost four years and including two full-day mediations sessions before Hon. Magistrate Judge Jennifer L. Hall.

6. The Court finds that Rule 23(e)(2)(C) is satisfied. The Settlement provides a settlement fund of \$3,635,000 (\$4.255 million minus \$100,000 in recognition awards to the class representatives (\$50,000 each) and \$520,000 in reasonable attorneys' fees and costs) plus up to \$200,000 for the costs of notifying Class Members. The Court finds that the Settlement confers substantial benefits upon the Settlement Classes and the relief provided is fair, reasonable, and adequate taking into account, the factors set forth in Rule 23(e)(2)(C).

First, the costs, risks, and delay associated with continued litigation are considerable: this case is at the motion to dismiss stage in which Defendants' claim to immunity from suit is a central issue, and no matter who prevails in this Court,

there will likely be an appeal of an immunity ruling before the case can proceed. Without prejudging the issues, the Court notes that Defendants have raised legal arguments that, if accepted, would leave Plaintiffs with nothing; and there are always risks at trial. The Settlement compares favorably with the potential recovery when balanced against the risks of continued prosecution of the claims in this action.

Second, the proposed method of distributing relief to the Classes is likely to be effective. The fund will create much needed social programs primarily for the benefit of Class Members, many of whom are elderly, destitute, or both.

Third, the Court finds Class Counsel's request for attorneys' fees and expenses to be reasonable and fair. Such fees are generally calculated as a percentage of the fund benefiting the class. The proposed fee to recovery ratio of 12.22% of the class award is reasonable and fair in light of the skill and efficiency of the attorneys involved, the complexity and duration of the litigation, the amount of time invested by Class Counsel (including in relation to the "lodestar" value of such time), and the much higher awards in similar cases. The Court additionally notes that the fee award was negotiated only after agreement on the total settlement value, leaving no concern for collusion.

7. The Court finds that Rule 23(e)(2)(D) is satisfied. The Settlement treats the Class Members equitably relative to each other, the members of the other Class, and the Individual Plaintiffs. The Settlement does not grant preferential treatment to Plaintiffs, their counsel, or any subgroup of the Settlement Classes.

8. The Court certifies the following Classes for purposes of Settlement. For these purposes, the Panamá Class is defined as:

All individuals who resided in the Community of Panamá located in the Bajo Aguán valley of Honduras from November 5, 2009, through October 24, 2017.

For these purposes, the Farmers' Cooperative Class is defined as:

All individual persons residing in the Bajo Aguán who were members of farmers' cooperatives in Honduras, from 1992 to the present, and whose land was at any point acquired or used for economic activity by Corporacion Dinant S.A. de C.V. or any of its subsidiaries (collectively, "Dinant"), including but not limited to the palm oil plantations of 9 de Agosto, Concepción, Isla 1, Isla 2, Marañones, Lempira, Occidental, Paso Aguán, Laureles, San Isidro, Aurora, Confianza, Camarones, Chile, Tranvio, Brisas del Aguán, Panamá, Plantel, and Tumbador; to include members of cooperatives who have since re-acquired this land after its acquisition or use by Dinant.

9. The Court finds that each Class, as defined above, meets the requirements for class certification under Fed. R. Civ. P. 23. Both Classes satisfy Rule 23(a) because (1) the Class Members are sufficiently numerous such that joinder is impracticable in that the Panamá Class consists of approximately 686 people and the Farmers' Cooperative Class consists of approximately 1447 people; (2) there are common questions of law and fact, including in particular Defendants' conduct as to all Class Members and whether Class Members were harmed due to that conduct, which predominate over the individualized evidence needed to make out common claims or establish damages; (3) the Class Representatives' claims are typical of those of the members of their respective Classes in that each claim arises from Defendants' common conduct; and (4) the Class Representatives and Class Counsel's interests align with those of other Class Members, and they have

adequately represented, and will continue to adequately represent, the interests of the Class Members. The Court also finds that both the Panamá Class and the Farmers' Cooperative Class meet the predominance and superiority requirements of Fed. R. Civ. P. 23(b)(3).

10. The Court appoints John Doe XVII as Class Representative for the Farmers' Cooperative Class and John Doe XIII as Class Representative for the Panamá Class.

11. The Court finds EarthRights International (EarthRights) is experienced in prosecuting complex human rights actions and operating in the difficult environment presented in the Bajo Aguán Valley of Honduras, and appoints EarthRights as Class Counsel for the Classes and as Settlement Administrator and directs it to carry out all duties and responsibilities of the Settlement Administrator as specified in the Settlement and herein.

12. The Court shall continue to protect the identities of the Individual Plaintiffs, Class Representatives and Class Members. The Court finds that identifying such persons could still subject them to risk of reprisal in Honduras. Accordingly, the names, addresses, telephone numbers, email addresses, other contact information and other identifying information for all such persons shall be kept strictly confidential by all parties, and shall not be filed on the public docket.

13. The Court finds that the Classes received proper notice of the Settlement. *See Declaration of Benjamin Hoffman.* The Settlement Administrator used reasonable efforts to identify and locate Class Members. The implemented notice

plan included direct notice through hand delivery of the detailed long-form notice to Class Members who could be located and where security conditions allowed. The Settlement Administrator also used other forms of notification: radio announcements fourteen times per week for 30 days on two national Honduran radio stations, both with significant listenership; the provision of a WhatsApp number where Class Members could ask questions and get additional information; and access upon request to a password-protected website housing the Settlement Agreement in full, notice forms, and other relevant documents, including Spanish language translations.

The Court further finds that the form and content of the notice was adequate to apprise Settlement Class Members of: the pendency of the Action; the effect of the proposed Settlement (including on the Released Claims); the motion for attorneys' fees, reimbursement of litigation expenses, and recognition awards; and their rights to participate in, opt-out of, or object to any aspect of the proposed Settlement. It also provided Class Members sufficient information to enable them to make informed decisions as to the Settlement, including whether to object or opt out. The Court finds that the notice clearly and concisely stated in plain, easily understood language, inter alia: (a) the nature of this case; (b) the definition of the Classes; (c) the class claims and issues; (d) that a Class Member may appear through an attorney if the Member so desires; (e) that the Court would exclude from the Class any Member who timely and validly requested exclusion; (f) the time and

manner for requesting exclusion; and (g) the binding effect of a class judgment on Class Members under Rule 23(c)(3).

The Court further finds that the notice plan as implemented met the requirements of due process under the U.S. Constitution and Rule 23; and that such notice plan was the best notice practicable under the circumstances given the difficulty of reaching economically disadvantaged villagers in the Bajo Aguán, and constitutes due and sufficient notice to all persons entitled thereto.

14. Defendants have filed notice of compliance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, requirement to provide written notice of the proposed Settlement to the appropriate authorities. D.I. 153.

15. Any Class Member who did not opt out of the Class by August 21, 2024 shall be deemed to have waived his or her right to be excluded/opt-out from the Settlement Class, and shall be deemed to be part of the Class. Any Class Member who did not opt out shall forever be barred from requesting exclusion/opt-out from the Settlement Class in this or any other proceeding, and shall be bound by the Settlement and the judgment, including the release of the Released Claims provided for in the Settlement Agreement and in the Final Approval Order and Judgment of Dismissal. No Class Member opted out.

16. Any Class Member that did not submit a timely and valid request for exclusion had the right to object to the proposed Settlement and/or to Class Counsel's motion for attorneys' fees and expenses, or John Doe XVII's and John Doe XIII's request for recognition awards.

17. Any Class Member who did not object by August 21, 2024 in the manner provided for in the Preliminary Approval Order, D.I. 158, shall be deemed to have waived such objection to the terms, fairness, reasonableness, adequacy, approval, or entry of the Settlement, the Final Approval Order and Judgment of Dismissal, Class Counsel's motion for attorneys' fees, costs and expenses, and/or John Doe XVII's and John Doe XIII's motions for recognition awards. No Class Members objected.

18. The Court (a) approves the proposed Settlement as fair, reasonable, adequate, and in the best interests of the Classes; (b) certifies the Classes for purposes of settlement; (c) determines that judgment should be entered pursuant to the Settlement, dismissing this action with prejudice and releasing all released claims; and (d) grants Class Counsel's motion for attorneys' fees and expenses, John Doe XVII's motion for a recognition award for the work and risk he undertook on behalf of the Farmers' Cooperative Class; and John Doe XIII's motion for a recognition award for the work and risk he undertook on behalf of the Panamá Class.

19. If the Settlement, including any amendment made in accordance therewith or the Final Approval Order and Judgment of Dismissal, is reversed or vacated on appeal or shall not become effective in accordance with its terms for any reason, the Settlement and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein), shall be terminated and shall become null and void and of no further force and effect except for: (a) any

obligations to pay for any expense incurred in connection with notice and administration as set forth in the Settlement Agreement, and (b) any other obligations or provisions that are expressly designated in the Settlement Agreement to survive the termination of the Settlement. In the event of a termination, paragraph 116 of the Settlement Agreement shall apply, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

20. The fact and terms of this Order or the Settlement, all negotiations, discussions, drafts and proceedings in connection with this Order or the Settlement, and any act performed or document signed in connection with this Order or the Settlement, shall not, in this or any other Court, administrative agency, arbitration forum, or other tribunal, constitute an admission, or evidence, or be deemed to create any inference (i) of any acts of wrongdoing or lack of wrongdoing, (ii) of any liability on the part of Defendants to Plaintiffs, the Settlement Classes, or anyone else, (iii) of any deficiency of any claim or defense that has been or could have been asserted in this Action, (iv) of any damages or absence of damages suffered by Plaintiffs, the Settlement Classes, or anyone else, or (v) that any benefits obtained by the Settlement Classes under the Settlement represent the amount that could or would have been recovered from Defendant in this Action if it were not settled at this time.

21. No Party or counsel to a Party in this Litigation shall have any liability to any Settlement Class Member for any action taken substantially in accordance with the terms of this Order.

22. Accordingly, the Court hereby:

(1) GRANTS final approval of the settlement;

(2) CERTIFIES the Classes for settlement;

(3) GRANTS the motion for attorneys' fees and recognition
AWARDS attorneys' fees and costs to Class and Plaintiffs' Counsel payments
and

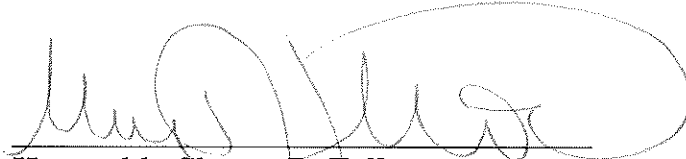
and recognition payments to the Class Representatives, John Doe

XVII and John Doe XIII.

(4) ORDERS that protections for the identities of the Individual

Plaintiffs, Class Representatives and Class Members shall continue.

IT IS SO ORDERED, this the ^{3rd} day of October, 2024.



Honorable Sherry R. Fallon
United States Magistrate Judge
U.S. District Court for the District of Delaware