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Martin Zurada (SBN 218235)
2 Ryan Kraft (SBN 281407)
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Walnut Creek, California 94596
4 Telephone: (925) 937-3900
Facsimile: (925) 937-3905

5
6 Attorneys for Plaintiffs
MANUEL ANDRADE, VICTOR NEGRETE,
and ISAIAS ORTIZ

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF STANISLAUS

10 MANUEL ANDRADE, an individual; VICTOR
11 NEGRETE, an individual; and ISAIAS ORTIZ,
an individual,

12 Plaintiffs,

13 v.

14 K & R BLOUNT DAIRY, sole proprietorship;
15 KEVIN BLOUNT, an individual; RHONDA
BLOUNT, an individual; and DOES 1 through
16 20, inclusive,

17 Defendants.

Case No. CV-21-000852

**JOINT STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT**

18
19 Plaintiffs MANUEL ANDRADE, VICTOR NEGRETE, AND ISAIAS ORTIZ (collectively
20 "Plaintiffs") and Defendants KEVIN BLOUNT, RHONDA BLOUNT, and K & R BLOUNT DAIRY
21 ("Defendants"), stipulate as follows:

22 1. Plaintiffs First Amended Complaint ("FAC") was filed on April 23, 2021. The FAC
23 alleged individual causes of action by each named Plaintiff for a variety of wage and hour and
24 emotional distress claims as well as a representative cause of action under the Private Attorneys General
25 Act ("PAGA") for penalties pursuant to the California Labor Code.

26 2. In their Complaint, Plaintiffs alleged negligence, emotional distress, and various wage
27 and hour violations, including unpaid wages and overtime, sick leave violations, meal break violations,

1 and rest break violations during the relevant statute of limitation period between February 23, 2018,
2 and April 15, 2021.

3 3. Plaintiffs' claims for PAGA were made pursuant to Labor Code section 2698 and
4 sought to recover penalties on behalf of the state of California and the allegedly aggrieved employees
5 for labor code violations as alleged in the Complaint.

6 4. The PAGA class consists of a total of nine individuals, including the three named
7 plaintiffs and six other employees who worked at Defendants' dairy farm during the relevant PAGA
8 period. All six of the non-party employees have signed declarations stating that they did not suffer
9 labor code violations while employed by Defendants, and generally signaled their desire not to
10 participate in any lawsuit against Defendants.

11 5. Defendants have, at all times, denied Plaintiffs' claims in their entirety.

12 6. On September 26, 2023, the Parties attended private mediation in which counsel for
13 both sides engaged in arms-length negotiations. The negotiations resulted in a global settlement of all
14 claims, which all Parties believe is fair and reasonable, and brings an end to nearly two years of
15 litigation. The Parties then finalized the settlement terms and the Settlement Agreement and Release
16 of All Claims was fully executed on November 20, 2023. A true and accurate copy of the Settlement
17 Agreement is attached hereto as **Exhibit A**.

18 7. Considering the disputed nature of the PAGA claims, the short statute of limitations,
19 the difficulty of successfully litigating the PAGA issues on an individual basis, and anticipated court
20 discretion with any subsequent award, the Parties agreed to apportion ten-thousand dollars (\$10,000)
21 of the global settlement to the PAGA claim, for which the Plaintiffs now seek Court approval pursuant
22 to pursuant to *Labor Code* § 2699(1)(2).

23 8. The Parties propose that the PAGA portion of the global settlement between the Parties
24 be allocated as follows:

- 25 • 33%, or \$3,333.00, less costs paid to the third-party administrator, shall be paid to
26 Plaintiffs' Counsel for attorneys' fees and costs.

- 1 • \$6,667.00 shall be paid to the PAGA settlement, including 75% of that, or \$5,000, to
2 the LWDA as required by Labor Code § 2699(i), and the remaining \$1,667 divided
3 among the nine allegedly aggrieved employees equally.

4 9. The Parties agree that in light of the facts of this case and the global settlement, the
5 PAGA settlement represents a fair, adequate, and reasonable resolution of the allegedly aggrieved
6 employees' PAGA claims, taking into account all relevant factors, including that Plaintiffs could fail
7 to prove their PAGA claims; that no other employee has stepped forward to cooperate with Plaintiffs
8 and their counsel in this case; and that the six non-party employees expressly disclaimed Plaintiffs'
9 alleged wage and hour violations in declarations signed under penalty of perjury.

10 10. The Parties have stipulated to a Court Order Approving the PAGA Settlement under
11 California Private Attorneys General Act of 2004 pursuant to California Labor Code section 2699(1)(2),
12 and the PAGA Settlement is conditioned on the Court approving that stipulation and executing the
13 Order proposed therewith.

14 11. The Parties will provide notice of the Settlement within ten (10) days of the Court's
15 Order granting the settlement of the PAGA claims in this lawsuit.

16 12. The Parties respectfully request that this Court approve this Stipulation and execute the
17 Proposed Order attached hereto.

18
19 Dated: December 1, 2023

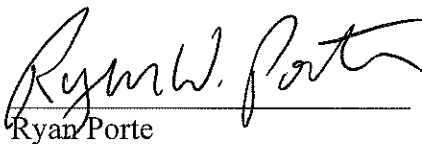
VENARDI ZURADA LLP

20
21 

22 Ryan Kraft
23 Attorney for the Plaintiffs

24 Dated: December 1, 2023

RAIMONDO | MILLER, ALC

25 

26 Ryan Porte
27 Attorney for the Defendants

1 [PROPOSED] ORDER

2
3 The Court has reviewed the terms of the Stipulation and the Settlement Agreement and Release
4 of All Claims attached hereto as **Exhibit A**.

5 The Court **ORDERS** as follows:

- 6 1. Pursuant to the Settlement Agreement and Release, the Court approves the PAGA
7 settlement;
8 2. Plaintiffs' Counsel shall provide the LWDA with a copy of this Order within 10 days
9 after entry of this order;
10 3. The Parties are granted leave to file a dismissal of all claims.

11
12 **IT IS SO ORDERED.**

13
14 12/6/2023

15 
16 JUDGE OF THE SUPERIOR COURT
17 Sonny S Sandhu
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EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Mutual Release of All Claims ("Agreement") is entered into between MANUEL ANDRADE, VICTOR NEGRETE, and ISAIAS ORTIZ, on behalf of themselves and all others similarly situated, (collectively the "Plaintiffs"), and KEVIN BLOUNT and RHONDA BLOUNT dba K & R BLOUNT DAIRY (collectively the "Defendants"). Plaintiffs and Defendants are also sometimes referred to herein as the "Parties." This Agreement is a compromise and general release regarding any and all claims, including the claims alleged in Plaintiff's Complaint(s), filed with the Superior Court for the County of Stanislaus, Case No. CV-21-000852 entitled *Manual Andrade et al. v. K & R Blount Dairy et al.* between and amongst the Plaintiff and the Released Parties identified above, prior to the effective date of this agreement. The Effective Date of this Agreement shall be the final date of signature affixed to this Agreement by a Party.

RECITALS

1.0 Plaintiffs were employed by Defendants at various times between August 2016 and April 15, 2021, when the entity known as K & R Blount Dairy ceased business operations.

1.1 Plaintiffs filed their original Complaint on or about February 23, 2021, alleging various wage and hour causes of action, as well as causes of action for negligence, retaliation, and emotional distress. On or about April 23, 2021, Plaintiffs amended their Complaint to add a cause of action under the Private Attorneys General Act ("PAGA").

1.2 Plaintiffs' cause of action for PAGA seeks penalties for labor code violations pursuant to California Labor Code section 2698 et seq. on behalf of the state of California and all persons who were non-exempt from overtime laws and covered by IWC Wage Order 14, 8 Cal. Code of Regulations § 111140 who were employed by Defendants from August 10, 2019, until April 15, 2021.

1.3 Solely in order to avoid the delay and expense of litigation of those claims, and without admission of liability by any person or entity, the Parties agreed to mediate their disputes and have reached a settlement, inclusive of the representative action brought under the PAGA.

THEREFORE, in consideration of the mutual promises, assurances, and covenants set forth in this Agreement, the Parties agree as follows:

AGREEMENT

2.0 In consideration of the payment specified in Paragraph 2.1, Plaintiffs compromise, release, settle, and forever discharge any and all claims against and relating to damages incurred from the Released Parties. Furthermore, the Parties mutually agree to release each other from any and all claims, causes of action, liabilities, damages, penalties, interest, and costs and expenses (including reasonable attorneys' fees), whether based in tort, contract, public policy, statute, regulation or other theory of recovery, including, but not limited to, claims arising under Government Code section 12900, et seq.; the Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; and the California Labor Code sections 2699, et. Seq., 98.6, 1194, 1194.2, 1194.5, 1195, 203, 204, 226, 226.7, 246 et seq., 510, 512, 132a (retaliation), 4553 (serious and willful injury), 6310, and 6400 et seq., and all other theories of liability arising under the foregoing or with respect to Plaintiffs' assignment or employment with Defendants; which Plaintiffs have or have had against Defendants and Defendants'

predecessors and successors in interest; affiliated companies; payroll service providers; accountants; consultants; heirs and assigns; past, present, or future officers, directors, partners, shareholders, agents, employees, and legal representatives, (together the "Released Parties") arising out of, or in any way related to Plaintiffs' assignment or employment with Defendants. Plaintiffs acknowledge and agree that the payment specified in Paragraph 2.1 fully and completely compensates Plaintiffs for all wages, penalties, and/or other compensation due or claimed due to Plaintiffs and the state of California. The Parties agree and understand that the execution of this Agreement shall forever bar the signing Parties from making any further claims against each other for causes of action or claims arising prior to the date of execution of this Agreement, and that the settlement is inclusive of all attorney's fees and costs.

2.1 In consideration of Plaintiffs promises and releases as designated in this Agreement, the Defendants shall pay the gross sum of **One Hundred and Seventy-Five Thousand and Zero Cents** (\$175,000.00) (the "Settlement Sum"). The Settlement Sum shall be made out as follows:

- One check made out to "VENARDI ZURUDA, LLP," in the amount of **Sixty-Six Thousand Two Hundred and Forty Eight Dollars and Ninety Nine Cents** (\$66,248.99) issued via IRS Form 1099, without tax withholdings;
- One check made out to "Manuel Andrade" in the amount of **Thirty-Seven Thousand Six Hundred and Four Dollars and Forty Eight Cents** (\$37,604.48) issued via IRS Form 1099, without tax withholdings;
- One check made out to "Manuel Andrade" in the amount of **One Thousand Nine Hundred and Seventy Nine Dollars and Sixty Nineteen Cents** (\$1,979.19) issued with applicable payroll taxes withheld per Plaintiff Andrade's latest IRS Form W-4 provided to Defendants by Plaintiff's counsel;
- One check made out to "Victor Negrete" in the amount of **Twenty Eight Thousand One Hundred and Four Dollars and Forty Eight Cents** (\$28,104.48) issued with applicable payroll taxes withheld per Plaintiff Negrete's latest IRS Form W-4 provided to Defendants by Plaintiff's counsel;
- One check made out to "Victor Negrete" in the amount of **One Thousand Four Hundred and Seventy Nine Dollars and Nineteen Cents** (\$1,479.19) issued with applicable payroll taxes withheld per Plaintiff Ortiz's latest IRS Form W-4 provided to Defendants by Plaintiff's counsel;
- One check made out to "Isaias Ortiz" in the amount of **Twenty Eight Thousand One Hundred and Four Dollars and Forty Eight Cents** (\$28,104.48) issued with applicable payroll taxes withheld per Plaintiff Negrete's latest IRS Form W-4 provided to Defendants by Plaintiff's counsel;
- One check made out to "Isaias Ortiz" in the amount of **One Thousand Four Hundred and Seventy Nine Dollars and Nineteen Cents** (\$1,479.19) issued with applicable payroll taxes withheld per Plaintiff Ortiz's latest IRS Form W-4 provided to Defendants by Plaintiff's counsel;
- All checks shall be sent via certified mail to the following address: VENARDI ZURUDA, LLP, Attn: Ryan Kraft, 1418 Lakeside Drive, Oakland, California, 94612, via certified mail, within thirty (30) days of transmittal of applicable tax documentation by Plaintiffs via their counsel and court approval of the Motion for Approval of the PAGA Settlement.
- The remaining \$10,000 of the Settlement Sum will be attributed to Plaintiffs' PAGA claims and will be submitted to the Court in a Motion for Approval of the PAGA Settlement, with payment terms to be established by Court order.

2.2 The Parties acknowledge and agree that this Agreement is contingent upon court approval of the settlement, and that Plaintiffs, through their counsel, will do all things necessary, including filing a Motion for Approval of the Settlement, to secure court approval of the settlement. Defendants shall reasonably cooperate with Plaintiff with respect to and support a Motion for Approval of the Settlement.

2.3 Plaintiff acknowledges and agrees Defendant and Defendant's attorneys, officers, directors, employees, agents and representatives have not made any representations regarding the tax consequences of any amounts to be paid in accordance with this Agreement, other than those made within this Agreement. Plaintiff agrees to pay, and to be solely responsible for, any and all State, local and federal taxes, if any, which are required by applicable law to be paid by Plaintiff with respect to the Settlement Sum and/or this Agreement, other than the standard payroll taxes noted in section 2.1 above.

2.4 Nothing in this Agreement shall be interpreted or construed as an admission of liability by Defendants or any Released Party. Defendants deny all of Plaintiff's allegations in their entirety.

2.5 To the extent permitted by law, Plaintiffs agree to waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on a claim related to the employment of Plaintiffs by Defendants, or any of the allegations in Plaintiffs' operative Complaint, in which Defendants, or any of the other Released Parties identified in this Agreement, is a Party, arising prior to the execution of this Agreement.

UNKNOWN CLAIMS

3.0 In exchange for the consideration described above, the Parties agree to mutually release each other and waive any and all claims they may have against each other, either individually or collectively, that are currently in existence, but have not yet been discovered, and expressly waives all rights under Section 1542 of the California Civil Code, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Cal. Civ. Code, § 1542.

3.1 Plaintiffs understand and acknowledge that the significance and consequence of this waiver of California Civil Code Section 1542 is that Plaintiffs will be unable to make any claim for alleged damages relating in any way to the employment relationship that exist as of the date of Plaintiffs' signature on this Agreement.

3.2 Plaintiffs MANUEL ANDRADE, VICTOR NEGRETE, and ISAIAS ORTIZ affirm that they have not suffered any workplace injury or illness unless a workers' compensation claim has been filed as of or prior to the date of this Agreement.

3.3 Plaintiffs MANUEL ANDRADE, VICTOR NEGRETE, and ISAIAS ORTIZ hereby acknowledge and agree that once Plaintiffs receive the Settlement Sum noted in paragraph 2.1 of this Agreement, Plaintiffs agree and acknowledge that they, collectively and individually, have been paid all

wages due throughout their term of assignment or employment with Defendants, and Plaintiffs are not entitled to any further wages, benefits, interest, or penalties under any provision of state and/or federal law, other than those identified within this Agreement.

ADEA CLAIM RELEASE AND WAIVER

4.0 If either Plaintiffs MANUEL ANDRADE, VICTOR NEGRETE, and ISAIAS ORTIZ are over 40 years-old at the time of the execution of this Agreement, Plaintiffs acknowledges that they are knowingly and voluntarily waiving and releasing any rights he may have under the Age Discrimination in Employment Act ("ADEA"). Plaintiffs also acknowledge that the consideration given for the waiver and release in this Agreement is in addition to anything of value to which Plaintiffs was already entitled. Plaintiffs further acknowledge that they have been advised in writing, as required by the Older Workers' Benefit Protection Act, that: (a) the waiver and release does not apply to any rights or claims that may arise after this Agreement; (b) that they should consult with an attorney prior to executing this Agreement; (c) that they have at least twenty-one (21) days to consider this Agreement (although they may individually and by their own choice execute this Agreement earlier); (d) that they have seven (7) days following his execution of this Agreement to revoke the Agreement.

CONFIDENTIALITY

5.0 Plaintiffs agree and acknowledge that the terms of payment and amount of the settlement payment shall be confidential and that Plaintiffs shall not disclose any information about this Agreement to anyone, except such disclosures to Plaintiffs' immediate family and as are required by law and as are necessary for legitimate tax compliance purposes. To the extent that any inquiry is made as to the status of the dispute, each named party shall respond that it was resolved to each side's satisfaction, or a substantially similar response. Plaintiffs shall be permitted to disclose this Agreement to the Court as part of a Motion for Approval of the Settlement or to enforce this Agreement, but Plaintiff shall not to publicize or point anyone to such disclosure to the Court.

NEUTRAL REFERENCE, DISPARAGING REMARKS, AND REINSTATEMENT

6.0 Defendants agrees that if it receives a request for an employment reference from a prospective employer of any of the named Plaintiffs, Defendants shall only provide the prospective employer with information regarding Plaintiffs' dates of employment and job titles.

6.1 The Parties agree that they will not make disparaging remarks regarding one another, Defendants' products, management, or business practices, or Plaintiffs' experience as an employee of Defendants. Nothing in this Agreement prevents Plaintiffs from disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiffs have reason to believe is unlawful, or information otherwise ordered to be divulged by an agent of any state or federal government for the purposes of a lawful investigation.

6.2 Plaintiffs have no general right to reinstatement. Plaintiffs agree and acknowledge that Defendant K & R BLOUNT DAIRY is no longer an ongoing business concern. If K & R BLOUNT DAIRY ever again becomes operational, and if Plaintiffs MANUEL ANDRADE, VICTOR NEGRETE, and/or ISAIAS ORTIZ seek employment with any Defendant in the future, and if any work is available, that Plaintiff must apply for a position in order to be considered for employment, and their application will be considered by Defendant along with all other qualified candidates.

IMPLEMENTATION

7.0 The Parties shall execute any and all other documents and do all other things which may be reasonably necessary to carry out the terms of this Agreement. This includes Plaintiffs, through their counsel, filing the appropriate request for approval of settlement with the applicable court within a reasonable time, not to exceed thirty (30) days, after the execution of this Agreement. Defendants agree not to oppose a motion for approval of settlement, and if asked, will affirm to the court that this settlement is fair and reasonable under the circumstances.

7.1 To the extent permissible by law, the Parties agree not to bring or maintain any new or further proceedings against each other, under any grievance or arbitration procedures, with any court or administrative agency, or in any other forum whatsoever, by reason of any claim, liability, or cause of action against the other Party arising out of the Parties' employment relationship, or any other facts, known or unknown, which may have occurred up to and including the date of the last signature on this Agreement.

7.2 Plaintiff acknowledges that as part of this settlement, he will withdraw any charge, complaint, or any other type of charging document currently with the California Civil Rights Department ("CRD" formerly "DFEH") as well as the Department of Industrial Relations ("DIR"), the Department of Occupational Health and Safety ("OSHA"), or any other legal action filed against any Defendant or Released Party in any legal forum whatsoever.

7.3 Each Party shall bear all of its own attorney's fees and costs, except that the Parties agree and understand that in the event that legal proceedings are initiated for the purpose of enforcing or interpreting any term of this Agreement, the prevailing party in any such proceeding shall be entitled to an award of reasonable attorney's fees and costs incurred in bringing or defending such action.

7.4 This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California, and the parties agree that venue for all purposes, including any proceeding related to the enforcement or interpretation of this Agreement shall be proper in Stanislaus County, California. The Court shall retain jurisdiction over the enforcement of this Agreement pursuant to CCP 664.6 notwithstanding any dismissal with prejudice.

7.5 This Agreement shall inure to the benefit of each Party and that Party's predecessors, successors, subsidiaries, affiliates, representatives, heirs, assigns, payroll services, accountants, agents, officers, directors, employees, and personal and legal representatives, past, present, or future.

ENTIRE AGREEMENT, MODIFICATION, AND SEVERABILITY

8.0 This Agreement is the complete and entire agreement between the Parties as of the effective date of the Agreement and is intended to be fully integrated. Any and all prior agreements or understandings, whether written or oral, that are not set forth in this Agreement shall have no force or effect. Each Party acknowledges and represents that in executing this Agreement they have not relied upon any inducements, promises, or representations made by the other party or any person representing or serving the other party which are not specifically set forth in this Agreement.

8.1 This Agreement may not be modified, except by a written agreement signed by all named Parties to this action.

8.2 Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining parts, terms, or provisions shall not be affected, and the illegal, unenforceable, or invalid part, term, or provision shall be severable and deemed not to be a part of this Agreement.

EXECUTION OF AGREEMENT

9.0 Plaintiffs acknowledge that they have been represented by competent counsel in the above-entitled action, and they further acknowledge that Defendants encouraged Plaintiffs to seek independent outside legal representation or legal counsel regarding the rights being waived by this Agreement, and the signing Plaintiffs were given a full and fair opportunity to become fully informed about the legal impact of this Agreement, before signing this Agreement.

9.1 Each party to this Agreement has had an opportunity to participate in the drafting of this Agreement to the extent they desire and therefore, this Agreement shall be construed according to its plain meaning and not strictly construed for or against either party.

9.2 This Agreement may be executed in counterpart originals and the counterpart originals bearing the original signature, ink, or verifiable electronic means, of each party shall together be deemed the original.

9.3 Plaintiffs MANUEL ANDRADE, VICTOR NEGRETE, and ISAIAS ORTIZ each acknowledge that they have been offered the opportunity to have this Agreement translated into his/her preferred language prior to his/her execution of this Agreement. Plaintiffs further agree and acknowledge that for interpretation purposes, the English version of this Agreement shall be controlling.

AUTHORIZED REPRESENTATIVE

10.0 Each signatory for the Parties hereto warrants and represents it is authorized to enter into this Agreement and bind each of the Parties hereto.

EACH SIGNATORY PLAINTIFF REPRESENTS THAT HE HAS CAREFULLY READ THIS AGREEMENT AND KNOWS ITS CONTENTS AND FULLY UNDERSTANDS IT; THAT PLAINTIFF HAS HAD THE OPPORTUNITY TO HAVE ALL OF THE TERMS OF THIS AGREEMENT FULLY EXPLAINED TO HIM BY AN ATTORNEY OF PLAINTIFF'S CHOOSING, OR HAS VOLUNTARILY CHOSEN TO EXECUTE THIS AGREEMENT WITHOUT CONSULTING AN ATTORNEY; THAT PLAINTIFF FULLY UNDERSTANDS THE AGREEMENT'S FINAL AND BINDING EFFECT; THAT THE ONLY PROMISES MADE TO PLAINTIFF TO SIGN THIS AGREEMENT ARE THOSE STATED ABOVE; AND PLAINTIFF IS SIGNING IT VOLUNTARILY.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below.

[Signatures follow]

SIGNATURES

Executed on: November 14, 2023


Manuel Andrade (Nov 14, 2023 12:44 PM)

Plaintiff Manuel Andrade

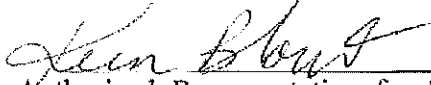
Executed on: November ____, 2023

Plaintiff Victor Negrete

Executed on: November ____, 2023

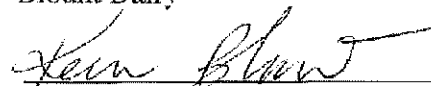
Plaintiff Isais Ortiz

Executed on: November 9, 2023



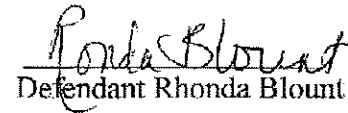
Authorized Representative for Defendant K & R
Blount Dairy

Executed on: November 9, 2023



Defendant Kevin Blount

Executed on: November 9, 2023



Defendant Rhonda Blount

Approved as to form only:

Executed on: November ____, 2023

Counsel for Plaintiffs

Executed on: November ____, 2023

Counsel for Defendants

SIGNATURES

Executed on: November __, 2023

Plaintiff Manuel Andrade

Executed on: November 15, 2023

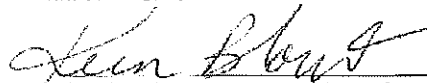


Victor Negrete (Nov 15, 2023 15:24 PST)
Plaintiff Victor Negrete

Executed on: November __, 2023

Plaintiff Isais Ortiz

Executed on: November 9, 2023



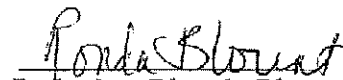
Authorized Representative for Defendant K & R
Blount Dairy

Executed on: November 9, 2023



Defendant Kevin Blount

Executed on: November 9, 2023



Defendant Rhonda Blount

Approved as to form only:

Executed on: November __, 2023

Counsel for Plaintiffs

Executed on: November __, 2023

Counsel for Defendants

SIGNATURES

Executed on: November ____, 2023

Plaintiff Manuel Andrade

Executed on: November ____, 2023

Plaintiff Victor Negrete

Executed on: November 16, 2023

Isaías Ortiz
Plaintiff Isaías Ortiz

Executed on: November 9, 2023

Kevin Blount
Authorized Representative for Defendant K & R
Blount Dairy

Executed on: November 9, 2023

Kevin Blount
Defendant Kevin Blount

Executed on: November 9, 2023

Rhonda Blount
Defendant Rhonda Blount

Approved as to form only:

Executed on: November ____, 2023

Counsel for Plaintiffs

Executed on: November ____, 2023

Counsel for Defendants

SIGNATURES

Executed on: November ____, 2023

Plaintiff Manuel Andrade

Executed on: November ____, 2023

Plaintiff Victor Negrete

Executed on: November ____, 2023

Plaintiff Isais Ortiz

Executed on: November ____, 2023

Authorized Representative for Defendant K & R
Blount Dairy

Executed on: November ____, 2023

Defendant Kevin Blount

Executed on: November ____, 2023

Defendant Rhonda Blount

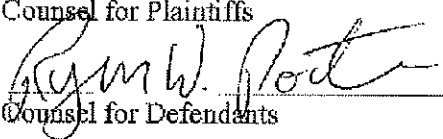
Approved as to form only:

Executed on: November 20, 2023



Counsel for Plaintiffs

Executed on: November 14, 2023



Counsel for Defendants

PROOF OF SERVICE
Andrade, et al. v. K & R Blount Dairy, et al.
Case Number: CV-21-000852

I, the undersigned, hereby declare that I am over the age of 18 years and not a party to the above-captioned action; that my business address is Venardi Zurada LLP, 101 Ygnacio Valley Rd., Suite 100, Walnut Creek, CA 94596.

On December 1, 2023 the following document was served:

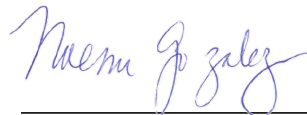
• STIPULATION AND PROPOSED ORDER APPROVING PAGA SETTLEMENT

on the parties to this action at the following address(es):

Anthony Raimondo apr@raimondomiller.com James D. Miller jdm@raimondomiller.com Ryan W. Porte rwp@raimondomiller.com RAIMONDO MILLER, ALC P.O. Box 28100 Fresno, California 93729-8100 Telephone: (559) 432-3000 Facsimile: (559) 432-2242 jld@raimondomiller.com eservice@raimondomiller.com	Attorneys for Defendants K & R BLOUNT DAIRY, KEVIN BLOUNT, and RHONDA BLOUNT
---	--

(X) (BY EMAIL) I caused a true copy of each document(s) to be emailed to the parties at the email address(es) listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 1, 2023 at Walnut Creek, California.



Noemi Gonzalez