

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Hector Guizar (“Plaintiff”), individually and on behalf of all members of the Settlement Class, defined below, and Defendant Gregory J. Hamstra dba Hamstra Dairy (“Hamstra Dairy” or “Defendant”). Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Daniel J. Brown of Stansbury Brown Law (“Class Counsel”). Hamstra Dairy is represented by Ian B. Wieland of Sagaser, Watkins & Wieland, PC.

Plaintiff filed a Class Action Complaint (“Complaint”) against Hamstra Dairy on January 20, 2021, in Tulare County Superior Court, Case No. VCU285641, which alleges causes of action for: (1) minimum wage violations (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition.

Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”) on May 14, 2021, to add an additional cause of action for civil penalties under the Private Attorneys General Act (“PAGA”) pursuant to Labor Code Sections 2698 *et seq.*

The Parties conducted significant investigation of the facts and law both before and after the Action was filed. This included review and analysis of the Defendant’s policies and Class Members’ time records and payroll records. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff’s claims, the defenses thereto, and the damages and penalties claimed by Plaintiff in the Action. The Parties also exchanged extensive data and information regarding the Class Claims prior to the mediation, including data relevant to potential damages.

On June 15, 2021 the Parties attended and participated in good faith, arms’ length settlement discussions at a mediation before Mediator Mark Keppler, Esq. The Parties reached an agreement at the mediation after extensive negotiations.

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Lawsuit.

1. Certification for Settlement Purposes. For the purposes of this Settlement Agreement only, the Parties stipulate to conditional certification of the following Settlement Class:

Settlement Class – All of Defendant Gregory J. Hamstra dba Hamstra Dairy current and former non-exempt employees in California who were subject to the requirements of Wage Order 14 and who worked for Defendant at any time during the period of January 20, 2017, through August 31, 2021. (“Settlement Class” or “Settlement Class Members”).

The Parties agree that conditional certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or Federal Rule of Civil Procedure Rule 23.

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. Releases.

A. **Releases by Settlement Class Members.** Plaintiff and every member of the Settlement Class (except those who opt out, as described below) will fully release and discharge Defendant, its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys (collectively the “Released Parties”) for all claims that were pled or could have been pled based on the factual allegations in the FAC, including: (a) minimum wage violations (b) failure to pay all overtime wages; (c) meal period violations; (d) rest period violations; (e) wage statement violations; (f) waiting time penalties; (g) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that could have been premised on the claims that were pled or could have been pled based on the factual allegations in the FAC; and (i) all claims for civil penalties under the PAGA, that could have been premised on the claims that were pled or could have been based on the factual allegations in the FAC. (collectively, the “Released Claims”). For members of the Settlement Class who do not validly opt out, the release period shall run from January 20, 2017, through August 31, 2021 (“Class Period”).

B. **Plaintiff’s Release of Unknown Claims.** In light of his Class Representative Enhancement Payment, Plaintiff, Hector Guizar, has agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

However, to the extent that Plaintiff has claims that cannot be released as a matter of law (e.g., workers’ compensation claims), then those claims will not be released.

3. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Hamstra Dairy agrees to pay a common fund of One Hundred Thirty-Seven Thousand Five

Hundred Dollars and Zero Cents (\$137,500.00) (the “Maximum Settlement Amount” or “MSA”) in full and complete settlement of this matter, the MSA includes the Twenty-Five Thousand Six Hundred Eighty Dollars and Zero Cents (\$25,680.00) already paid to certain Settlement Class Members as a result of their entering into individual settlement agreements (“Individual Settlement Agreements”) with Defendant after this lawsuit was filed. Besides the triggering of the escalator clause pursuant to paragraph 3(D) of this Settlement Agreement and Defendant’s payment of its share of payroll taxes pursuant to paragraph 3(C) of this Settlement Agreement, in no event shall Defendant be required to pay more than One Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$137,500.00), inclusive of the amounts already paid to Settlement Class members who entered Individual Settlement Agreements. The unpaid portion of the MSA shall be paid as follows:

- A. One Hundred Eleven Thousand Eight Hundred Twenty Dollars and Zero Cents (\$111,820.00) of the MSA shall be deposited with the Settlement Administrator within thirty (30) days after the date the Court enters an order granting final approval of the settlement or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review; (“the Final Effective Date”).
- B. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments to the Settlement Class, including the \$25,680.00 already paid to Settlement Class Members as part of their Individual Settlement Agreements;
 - (2) All fees and expenses of the Settlement Administrator associated with the administration of the settlement, which are anticipated to be no greater than Seven Thousand Four Hundred Eighty Dollars and Twenty Cents (\$7,480.20);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff’s Enhancement Payment, subject to Court approval, in recognition of Plaintiff’s general release of claims, contributions to the Lawsuit, and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Enhancement Payment, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding;
 - (4) Up to one-third of the Maximum Settlement Amount in attorneys’ fees, which is currently estimated to be Forty-Five Thousand Seven Hundred Eighty-Seven Dollars and Fifty Cents (\$45,787.50), plus up to Ten Thousand Dollars and Zero Cents (\$10,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. In the event that the Court reduces or does not approve Class Counsel’s requested fees and costs, the Settlement

Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding; and

- (5) Five Thousand Dollars and Zero (\$5,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) will be payable to the Settlement Class as the “PAGA Amount.”
 - C. Defendant’s share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Maximum Settlement Amount.
 - D. **Escalator Clause.** Defendant represents that as of June 11, 2021, there were approximately 66 Settlement Class Members. If, at the time of preliminary approval, the number of Settlement Class Members has increased by 15% or more (i.e., if there are 76 or more Settlement Class Members), then Defendant shall increase the Maximum Settlement Amount on a pro-rata basis equal to the increase in class size (e.g., if the actual class size were 25% greater than 66 Settlement Class Members, Defendant will increase the Maximum Settlement Amount by 25%).
4. **Settlement Award Procedures.** Settlement Class Members are not required to submit a claim form to receive their Individual Settlement Award. Individual Settlement Awards will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for the Settlement Administrator’s fees and expenses, Plaintiff’s Enhancement Payment, Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, and the LWDA’s share of the PAGA payment. The remaining amount shall be known as the “Net Settlement Fund.”
 - B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Award.

Settlement Awards shall be based on the following formula:

- i. Waiting Time Amount: Twenty percent (20%) of the Net Settlement Fund shall be designated as the “Waiting Time Amount.” Each participating Settlement Class Member who separated their employment from Hamstra Dairy at any time from January 20, 2018, through August 31, 2021, shall receive an equal, pro-rata share of the Waiting Time Amount.
- ii. Wage Statement Amount: Fifteen percent (15%) of the Net Settlement Fund shall be designated as the “Wage Statement Amount.” Each participating Settlement Class Member who was employed by Hamstra Dairy at any time

from January 20, 2020, through August 31, 2021 shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods that he or she worked during the period from January 20, 2020, through August 31, 2021.

- iii. PAGA Amount: Each participating Settlement Class Member who was employed by Hamstra Dairy at any time from January 20, 2020, through August 31, 2021, shall receive a portion of the One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) of the Net Settlement Fund that has been designated as the “PAGA Amount” proportionate to the number of pay periods that he or she worked during the period from January 20, 2020, through August 31, 2021.
- iv. The remainder of the Net Settlement Fund shall be distributed to each participating Settlement Class Member based on their proportionate share of Eligible Workweeks (defined below) during the Class Period, by multiplying the remaining Net Settlement Fund by a fraction, the numerator of which is the participating Settlement Class Member’s Eligible Workweeks during the Class Period, and the denominator of which is the total Eligible Workweeks of all participating Settlement Class Members during the Class Period.

An “Eligible Workweek” shall be any workweek in which the Class Member worked at least one day during the workweek based on Hamstra Dairy’s records.

- C. Amounts already paid to Settlement Class Members as part of their Individual Settlement Agreements shall be deducted from the amount of their Individual Settlement Awards. In no event shall a Settlement Class Members’ who executed an Individual Settlement Agreement have a negative (less than “0”) award under this Agreement after deduction of the amount they previously received. If an individual Class Members received more through an Individual Settlement Agreement than their calculated award under this Agreement, that Class Member shall not repay any amounts and the surplus amount will be deducted from the available Net Settlement Fund.
- D. Within ten (10) days following the funding of the Maximum Settlement Amount with the Settlement Administrator by Hamstra Dairy, the Settlement Administrator will calculate Individual Settlement Award amounts less the amount, if any, they received as part of their Individual Settlement Agreements and will prepare and mail Individual Settlement Awards to participating Settlement Class Members and transfer to Class Counsel its attorney’s fees and verified costs.
- E. For purposes of calculating applicable taxes and withholdings for the Settlement Class Members, twenty percent (20%) of each Individual Settlement Award shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each Individual Settlement Award shall be

designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan.

- F. Each Settlement Class Member who receives an Individual Settlement Award must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Settlement Class Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued and will be transferred by the settlement administrator to Happy Trails Riding Academy, a 501(c)(3) non-profit located in Tulare, California that provides equine-assisted therapy to riders with Cerebral Palsy, ADD, ADHD, head trauma, brain injury, sight and hearing impairments, developmental disabilities, Autism, Down Syndrome, and more.
- G. Neither Plaintiff nor Hamstra Dairy shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his or its own acts of omission or commission, the same is true for the Settlement Administrator.
- H. Neither Plaintiff's Counsel nor Defendant's Counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each Settlement Class Member are unique, and each Settlement Class Member is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from the Individual Settlement Payments. In addition, Defendant makes no representations or warranties or promises of any kind or nature regarding the taxability of any sums paid to Plaintiff and Plaintiff's Counsel in settlement pursuant to this Agreement, the risk of which rests entirely with Plaintiff and Plaintiff's Counsel.

5. **Class Counsel's Attorneys' Fees and Litigation Costs.** Hamstra Dairy will not object to a request for a total award of attorneys' fees to Class Counsel of one-third of the Maximum Settlement Amount, which is currently estimated to be Forty-Five Thousand Seven Hundred Eighty-Seven Dollars and Fifty Cents (\$45,787.50), plus up to Ten Thousand Dollars and Zero Cents (\$10,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. The Parties agree that the filing of this Lawsuit was a catalyst motivating Defendants to enter into Individual Settlement Agreements with Settlement Class Members and therefore it is fair to compensate Class Counsel based on a percentage of the entire MSA, including the value of payments already made to Settlement Class Members as a result of their Individual Settlement Agreements pursuant to *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and

any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court.

6. **Plaintiff's Enhancement Payment.** Hamstra Dairy will not object to a request for a Class Representative Enhancement Payment for Plaintiff of Five Thousand Dollars and Zero Cents (\$5,000.00) in exchange for the general release of his claims, his time and risks in prosecuting this case, and his service to the Settlement Class. This payment will be in addition to Plaintiff's Individual Settlement Award as a Settlement Class Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payment to the Plaintiff is for his services in connection with this Lawsuit and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Payment constitutes wages for income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Hamstra Dairy from the Enhancement paid under this Settlement Agreement. In addition, Plaintiff shall hold Hamstra Dairy, Released Parties and Class Counsel harmless and indemnify Hamstra Dairy, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Hamstra Dairy by reason of any claims relating to the non-withholding of taxes from the Enhancement.

7. **Settlement Administrator.** Hamstra Dairy will not object to the appointment of ILYM Group, Inc. as Settlement Administrator nor to Class Counsel seeking Court approval to pay up to Seven Thousand Four Hundred Eighty Dollars and Twenty Cents (\$7,480.20) from the Maximum Settlement Amount for its services. The Settlement Administrator shall be responsible for sending all required notices, calculating the Net Settlement Fund, calculating each Class Member's Individual Settlement Award amount, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Section 4(F). The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Settlement Class Members.

8. **Preliminary Approval.** Plaintiff shall apply to the Court for the entry of an Order:
- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
 - B. Appointing Daniel J. Brown of Stansbury Brown Law as Class Counsel;
 - C. Appointing Hector Guizar as Class Representative for the Settlement Class;
 - D. Approving ILYM Group, Inc. as Settlement Administrator;
 - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

- F. Approving the form and content of the Class Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Objection Form), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice Procedures.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) days after entry of an order preliminarily approving this Settlement Agreement, Hamstra Dairy will provide the Settlement Administrator with a class list including the names, last known addresses, and social security numbers (in electronic format) of Settlement Class Members, as well as the dates of employment for each member of the Settlement Class during the Class Period.
- B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Settlement Class Member at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. The Settlement Administrator shall use its best professional efforts, including utilizing a “skip trace,” to track any Settlement Class Member’s mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.
- D. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, challenge or objection.
- E. **Opt-Out/Request for Exclusion Procedures.** Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion

(defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

- i. The Request for Exclusion Form must: (1) contain the name, address, telephone number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the class settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form fails to comply with items (1)-(3), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their of the PAGA Amount) or have any right to object, intervene, appeal or comment thereon. Any Settlement Class Member who does not submit a Request for Exclusion Form is automatically deemed a participating Settlement Class Member.

F. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel as well as filing them with the Court). Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class member's full name and current address; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) Objections must be postmarked on or before the Response Deadline.

G. **Challenges to Individual Settlement Award Calculations.** Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Settlement Class Member's number of Eligible Workweeks during the Class Period, the number of pay periods worked during the PAGA/Wage Statement period, and whether the Settlement Class Member's employment ended during the period of January 20, 2018, and August 31, 2021. Settlement Class Members will have the opportunity, should they disagree with Hamstra Dairy's records regarding the number of Eligible Workweeks and/or pay periods stated in

their Notice Packet and/or whether their employment ended between January 20, 2018, and August 31, 2021, to challenge the data provided. In order to challenge Hamstra Dairy' data, the Settlement Class Member must provide documentation and/or an explanation demonstrating that Hamstra Dairy's data is incorrect and evidencing the correct number of Eligible Workweeks and or pay periods that the Settlement Class Member believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.

- H. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Settlement Class Member's Individual Settlement Awards, the allocation of W-2 wages, and the number of Eligible Workweeks and/or pay periods. Where the information submitted by Hamstra Dairy from its records differs from the information submitted by the Settlement Class Member, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for and amount of any Settlement Award. Such determination shall be binding upon the Settlement Class Member and the Parties.

10. **Final Approval Process.** Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission.** Hamstra Dairy denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Lawsuit, and that but for this settlement a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Hamstra Dairy. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152,

this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses set forth below, or such other addresses as the Parties may designate in writing from time to time:

if to Hamstra Dairy:	Ian B. Wieland, Esq. SAGASER, WATKINS & WIELAND, PC 5260 North Palm Avenue, Suite 400 Fresno, CA 93704 ian@sw2law.com
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if to Plaintiff:	Daniel J. Brown, Esq. STANSBURY BROWN LAW 2610 ½ Abbot Kinney Blvd. Venice, CA 90291 dbrown@stansburybrownlaw.com
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14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

15. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

DATED: Gregory J. Hamstra dba Hamstra Dairy

By: _____
Gregory J. Hamstra

DATED: 8/18/2021 Hector Guizar

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: SAGASER, WATKINS & WIELAND, PC

By: _____
Ian Wieland
Attorneys for Defendant

DATED: August 19, 2021

STANSBURY BROWN LAW

By: _____
Daniel J. Brown
Attorneys for Plaintiff

EXECUTION BY PARTIES AND COUNSEL

DATED:

8-18-2021

Gregory J. Hamstra dba Hamstra Dairy

By: _____

Gregory J. Hamstra

DATED:

Hector Guizar

By: _____

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 8/18/2021

SAGASER, WATKINS & WIELAND, PC

By: _____

Ian Wieland

Attorneys for Defendant

DATED:

STANSBURY BROWN LAW

By: _____

Daniel J. Brown

Attorneys for Plaintiff