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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

JOSHUA TAYLOR AND FRANK
LOMONACO, individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS, a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. VCU286113

CLASS ACTION

[Assigned to: Hon. Nathan D. Ide, Dept. 2]

**DECLARATION OF JUSTIN F.
MARQUEZ IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

[Filed concurrently with: Plaintiffs' Notice of Motion and Motion for Final Approval of Class Action Settlement, Memorandum of Points and Authorities; Declaration of Joshua Taylor; Declaration of Frank Lomonaco; Declaration of Taylor Mitzner; [Proposed] Order and Judgment Granting Plaintiffs' Motion for Final Approval of Class Action Settlement]

FINAL APPROVAL HEARING

Date: March 20, 2023

Time: 8:30 a.m.

Dept: 2

I, Justin F. Marquez, declare as follows:

CASE BACKGROUND

3. Plaintiffs allege that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiffs allege that Defendant failed to pay for all hours worked by not recording the actual start and end times of shifts for each workday. Plaintiffs further allege that Defendant failed to include all remuneration in the employees' overtime rate. Plaintiffs further allege that Defendant failed to provide employees with legally compliant meal and rest periods. Plaintiffs additionally allege that Defendant failed to indemnify its employees for all necessary business expenditures. Based on these allegations, Plaintiffs assert claims against Defendant for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditures, unfair business practices, and civil penalties under PAGA.

4. On February 26, 2021, Plaintiff Taylor filed a putative wage-and-hour class action

1 complaint against Defendant for alleged: (1) failure to pay minimum and straight time wages (Cal.
2 Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Cal. Lab. Code §§
3 1194 and 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7 and 512); (4) failure
4 to authorize and permit rest periods (Cal. Lab. Code §§ 226.7); (5) failure to timely pay final wages
5 at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage
6 statements (Cal. Lab. Code § 226); and (7) unfair business practices (Cal. Bus. & Prof. Code §§
7 17200, *et seq.*). On February 17, 2022, Plaintiff Taylor filed a First Amended Class and
8 Representative Action Complaint adding claims for Defendant's alleged failure to indemnify for
9 necessary business expenses and for civil penalties under PAGA, as well as adding Plaintiff
10 Lomonaco as an additional class representative.

11 DISCOVERY AND INVESTIGATION

12 5. Following the filing of the initial Complaint on February 26, 2021, the Parties
13 exchanged documents and information before mediating this action. Defendant produced a sample
14 of time and pay records for the class members. Defendant also provided documents regarding its
15 wage and hour policies and practices during the class period, and information regarding the total
16 number of current and former employees in its informal discovery responses.

17 6. After reviewing documents regarding Defendant's wage and hour policies and
18 practices, analyzing Defendant's timekeeping and payroll records, Class Counsel was able to
19 evaluate the probability of class certification, success on the merits, and Defendant's maximum
20 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding
21 the claims and defenses asserted in the Litigation. Class Counsel reviewed these records and
22 utilized an expert to prepare a damages analysis prior to mediation.

23 SETTLEMENT NEGOTIATIONS

24 7. On October 20, 2021, the Parties participated in private mediation with experienced
25 class action mediator, Justice Steven M. Vartabedian (Ret.). The mediation was conducted via
26 Zoom. The settlement negotiations were at arm's length and, although conducted in a professional
27 manner, were adversarial. The Parties went into the mediation willing to explore the potential for
28 a settlement of the dispute, but each side was also prepared to litigate their position through trial

1 and appeal if a settlement had not been reached.

2 8. After extensive negotiations and discussions regarding the strengths and
3 weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties were able to reach a
4 resolution, which was then amended following the Court's continuance of the initial hearing date
5 of Plaintiffs' motion for preliminary approval of class action settlement. Attached as **Exhibit 1** is
6 a true and correct copy of the Joint Stipulation Re: Class Settlement ("Settlement" or "Settlement
7 Agreement").

8 9. The settlement includes \$10,000.00 allocated to Plaintiffs' claims under the PAGA,
9 with 75% of which (\$7,500.00) being paid to the Labor and Workforce Development Agency
10 ("LWDA") and 25% (\$2,500.00) being paid to the participating PAGA Members. (Settlement,
11 § XVI.) Class Counsel submitted the proposed settlement to the LWDA before filing the Motion
12 for Preliminary Approval. Class Counsel submitted the proposed Settlement to the LWDA before
13 filing the Motion for Preliminary Approval and Supplemental Memorandum in Support of
14 Plaintiffs' Motion for Preliminary Approval.

15 10. The Settlement provides that Defendant will not oppose a fee application of up to
16 33 1/3% (\$62,500.00) of the Gross Settlement Amount, plus out-of-pocket costs not to exceed
17 \$15,000.00. (Settlement, § XIII.)

18 11. This Court issued its Order on or around September 19, 2022 granting preliminary
19 approval.

20 12. Class Counsel submitted the proposed Settlement and accompanying papers to the
21 LWDA before filing this Motion for Final Approval. Attached as **Exhibit 2** is a true and correct
22 copy of the online forms submitted to the LWDA regarding this proposed settlement of PAGA
23 claims.

24 13. There are no other related actions that might be encompassed in the scope of the
25 released claims alleged in this action.

26 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

27 14. The Settlement provides for attorneys' fees payable to Class Counsel in an amount
28 up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of \$62,500.00,

plus actual costs and expenses not to exceed \$15,000.00. The proposed award of attorneys' fees to Class Counsel in this case can be justified under either method – lodestar or percentage recovery. Class Counsel, however, intend to base the proposed award of fees, costs and expenses on the percentage method as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

15. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	Role	Hours	Rate	Lodestar
Justin F. Marquez	Senior Partner (13+ years)	28.4	\$850	\$24,140
Benjamin H. Haber	Associate Attorney (6 th Year)	53	\$650	\$34,450
Arrash T. Fattahi	Associate Attorney (2 nd Year)	70.5	\$450	\$31,725
Min Jee Kim	Senior Paralegal	15.3	\$150	\$2,295
Ashley Narinyans	Paralegal	2.9	\$150	\$435
Total:		170.1		\$93,045

16. Plaintiffs' counsel has spent over 170 hours litigating this Action to bring it to resolution, not including time which will be expended monitoring the administration of the settlement and distribution of funds to the Class Members. Attached as **Exhibit 3** is a true and correct copy of Wilshire Law Firm, PLC's timesheets in this matter. We used ABA billing codes in our timesheets to classify each task. A description of each billing code, downloaded from the ABA's website on June 1, 2021, is attached as **Exhibit 4**. Additionally, there are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Class Counsel's request for attorneys' fees. Given my firm's time spent on this case and the positive reaction by the class, the requested fee award is reasonable and fair

17. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having certification denied or the defendant company going bankrupt. The contingent risk in these types

1 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing
2 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

3 18. Because most individuals cannot afford to pay for representation in litigation on an
4 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
5 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
6 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
7 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
8 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
9 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
10 that we recover more than our regular hourly rate when we win if we are to remain in practice so
11 as to be able to continue representing other individuals in civil rights employment disputes.

12 19. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in
13 this case.

14 20. As of the drafting of this motion, my office has incurred approximately \$14,950.72
15 in expenses litigating this action. Attached as **Exhibit 5** is a true and correct copy of the Plaintiff's
16 itemized costs through the date of filing this motion. These expenses are reasonably necessary to
17 the litigation and were actually incurred by my office. We also anticipate additional costs,
18 including the costs for filing Plaintiffs' Motion for Final Approval and appearing at the hearing,
19 which are not included in this request for reimbursements. Class Counsel ultimately seeks
20 **\$14,950.72** in costs. Plaintiffs' Counsel requests that these costs be reimbursed in full, up to the
21 maximum amount allowed in the Settlement Agreement.

22 **ENHANCEMENT AWARDS FOR PLAINTIFFS IS REASONABLE**

23 21. Class Counsel represent that Plaintiffs devoted a great deal of time and work
24 assisting counsel in the case, communicated with counsel very frequently for litigation and to
25 prepare for mediation, and was frequently in contact with Class Counsel during the mediation.
26 Plaintiffs' requested enhancement award is reasonable particularly in light of the substantial
27 benefits Plaintiffs generated for all class members.

28 22. Throughout this Litigation, Plaintiffs, who are former employees of Defendant,

1 cooperated immensely with my office and have taken many actions to protect the interests of the
2 class. Plaintiffs provided valuable information regarding unpaid overtime, meal period, and rest
3 period claims. Plaintiffs also informed my office of developments and information relevant to this
4 action, participated in decisions concerning this action, and made themselves available to answer
5 questions during the mediation. Before we filed this case, Plaintiff Taylor provided my office with
6 documents regarding the claims alleged in this action. Plaintiff Lomonaco also provided my office
7 with documents regarding the claims after the action was filed. The information and
8 documentation provided by Plaintiffs were instrumental in establishing the alleged wage and hour
9 violations alleged in this action, and the recovery provided for in the Settlement Agreement would
10 have been impossible to obtain without Plaintiffs' participation.

11 23. At the same time, Plaintiffs faced many risks in adding themselves as the class
12 representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting
13 themselves on public record in an employment lawsuit could also very well affect their likelihood
14 for future employment. Furthermore, as part of this Settlement, Plaintiffs are executing a general
15 release of all claims against Defendant.

16 24. In turn, class members will now have the opportunity to participate in a settlement,
17 reimbursing them for alleged wage violations they may have never known about on their own or
18 been willing to pursue on their own. If these class members would have each tried to pursue their
19 legal remedies on their own, that would have resulted in each having to expend a significant amount
20 of their own monetary resources and time, which were obviated by Plaintiffs putting themselves
21 on the line on behalf of these other class members.

22 25. In the final analysis, this class action would not have been possible without the aid
23 of Plaintiffs, who put their own time and effort into this Litigation, sacrificed the value of their
24 own individual claims, and placed themselves at risk for the sake of the class members. The
25 requested enhancement award for Plaintiffs for their service as the class representatives and for
26 their general release of all individual claims is a relatively small amount of money when the time
27 and effort put into the Litigation are considered and in comparison to enhancements granted in
28 other class actions. The requested incentive award is therefore reasonable to compensate Plaintiffs

1 for their active participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar*
2 *Corporation*, et al., No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class
3 members were misclassified as exempt outside salespersons, I was co-lead Class Counsel and
4 helped negotiate a \$2.5 million class action settlement for 339 class members, and the court
5 approved a \$25,000.00 class representative incentive award for each named plaintiff.

6 MY EXPERIENCE AND QUALIFICATIONS

7 26. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
8 Report as one of the nation's Best Law Firms in 2022 and is comprised of over 55 attorneys and
9 over 300 employees. Wilshire Law Firm, PLC is actively and continuously practicing in
10 employment litigation, representing employees in both individual and class actions in both state
11 and federal courts throughout California.

12 27. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys
13 are experienced in litigating Labor Code violations in both individual, class action, and
14 representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,
15 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights
16 and data privacy litigation.

17 28. I graduated from the University of California, Los Angeles's College Honors
18 Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi*
19 *Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at
20 Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in
21 2008.

22 29. My practice is focused on advocating for the rights of consumers and employees in
23 class action litigation and appellate litigation. I am currently the primary attorney in charge of
24 litigating several class action cases in state court, federal court, and the Ninth Circuit Court of
25 Appeals.

26 30. I have received numerous awards for my legal work. From 2017 to 2019, Super
27 Lawyers selected me as a "Southern California Rising Star," and in 2022 I was selected as a
28 "Southern California Super Lawyer." In 2023, I was selected as one of the "Best Lawyers in

America.” In 2016 and 2017, the National Trial Lawyers selected me as a “Top 40 Under 40” attorney. I am also rated 10.0 (“Superb”) by Avvo.com in the areas of employment, wrongful termination, consumer protection, and privacy laws.

31. I am on the California Employment Lawyers Association (CELA)’s Wage and Hour Committee and Mentor Committee, and I was selected to speak at CELA’s 2019 Advanced Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively mentored young attorneys through CELA’s mentorship program.

32. I am also a past member of the Consumer Attorneys of California (CAOC). In 2020, I was selected for a position on CAOC’s Board of Directors. In 2020, I was also a past member of CAOC’s Diversity Committee, and I helped assist the CAOC in defeating bills that harm employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC, in defeating AB 443, which proposed legislation that sought to limit the enforceability of California Labor Code § 226.

33. As the attorney responsible for day-to-day management of this matter at the Wilshire Law Firm, I have over thirteen years of experience with litigating wage and hour class actions. Over the last thirteen years, I have managed and assisted with the litigation and settlement of several wage and hour class actions. In those class actions, I performed similar tasks as those performed in the course of prosecuting this action. My litigation experience includes:

- a. I served as lead or co-lead in negotiating class action settlements worth over \$10 million in gross recovery to class members for each year since 2020, including over \$30 million in 2022.
- b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical Group, Inc.* (2022) 83 Cal.App.5th 515, the first California appellate decision in a data breach class action holding that consumer plaintiffs adequately alleged injury in fact under the benefit of the bargain theory and monitoring-costs theory.
- c. In 2022, *Top Verdict* recognized Wilshire Law Firm and myself for having one case in the Top 20 Labor & Employment Settlements (including number 19 for the \$1.6 million settlement in *Moreno v. Pretium Packaging, L.L.C*) and four

1 additional cases in the Top 50 Labor & Employment Settlements (numbers 27,
2 30, 33, and 37).

- 3 d. To my knowledge, I am the only attorney to appear on each of the following *Top*
4 *Verdict* lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
5 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 6 e. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by
7 winning class certification on behalf of hundreds of thousands of consumers for
8 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
9 C.D. Cal. No. SA CV 20-1979-DOC-(ADSx).
- 10 f. As lead counsel, I prevailed against Bank of America by: winning class certification
11 on behalf of thousands of employees for California Labor Code violations; defeating
12 appellate review of the court’s order certifying the class; defeating summary
13 judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.*
14 (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019
15 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2,
16 2018).). The decision certifying the class in *Frausto* is also discussed in *Class*
17 *Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call*
18 *Center Employees for Violation of State Law Wage and Hour Rules*, 35 A.L.R. Fed.
19 3d Art. 8.
- 20 g. I was the primary author of the class certification and expert briefs in *ABM*
21 *Industries Overtime Cases* (2017)19 Cal.App.5th 277, a wage and hour class action
22 for over 40,000 class members for off-the-clock, meal period, split shift, and
23 reimbursement claims. *ABM Industries Overtime Cases* is the first published
24 California appellate authority to hold that an employer’s “auto-deduct policy for
25 meal breaks in light of the recordkeeping requirements for California employers is
26 also an issue amenable to classwide resolution.” (*Id.* at p. 310.)¹ Notably, the Court

27
28 ¹ As a California district court observed before the *ABM Industries Overtime* decision,
“[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE*

of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id.* at p. 310-311.) In 2021, the case settled for \$140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.

h. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims under California’s Private Attorney Generals Act (“PAGA”) cannot be used to calculate the amount in controversy under the Class Action Fairness Act (“CAFA”). This case is cited in several leading treatises such as Wright & Miller’s *Federal Practice & Procedure*, and *Newberg on Class Actions*. In October 2016, the U.S. Supreme Court denied review of a case that primarily concerned *Yocupicio*. That effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus support from a brief authored by Andrew J. Pincus.² Considering that leading Supreme Court practitioners from the class action defense bar were very motivated in undermining *Yocupicio* case, but failed, this demonstrates the national importance of the *Yocupicio* decision.

i. On December 13, 2018, the United States District Court granted final approval of the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in which I served as lead counsel. In doing so, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators.” (*Id.* at p. *10.)

j. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a reported decision permitting class-wide discovery even though the employer has a lawful policy because “[t]he fact that a company has a policy of not violating the

Connectivity Networks, Inc. (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

² <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>

1 law does not mean that the employees follow it, which is the issue here.” The court
2 also ordered defendant to pay for the cost of *Belaire-West* notice.

3 k. In 2013, I represented a whistleblower that reported that his former employer was
4 defrauding the State of California with the help of bribes to public employees. The
5 case, a false claims (*qui tam*) action, resulted in the arrest and criminal prosecution
6 of State of California employees by the California Attorney General’s Office.

7 l. In 2013, I was part of a team of attorneys that obtained conditional certification for
8 over 2,000,000 class members in a federal labor law case for misclassification of
9 independent contractors that did crowdsourced work on the Internet, *Otey v.*
10 *CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the
11 following pro-plaintiff reported decisions:

12 1) 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding
13 that an unaccepted Rule 68 offer doesn’t moot plaintiff’s claims, and
14 granting plaintiff’s motion to strike defendant’s affirmative defenses
15 based on *Twombly/Iqbal*).

16 2) 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order
17 granting conditional collective certification).

18 3) 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the
19 magistrate judge’s discovery ruling which held that “evidence of
20 other sources of income is irrelevant to the question of whether a
21 plaintiff is an employee within the meaning of the FLSA”).

22 4) 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting
23 broad discovery because “an FLSA plaintiff is entitled to discovery
24 from locations where he never worked if he can provide some
25 evidence to indicate company-wide violations”).

26 f. From 2012 to 2013, I was part of a team of attorneys that obtained class certification
27 for over 60,000 class members for off-the-clock claims, *Linares v. Securitas*
28 *Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also

1 successfully opposed subsequent appeals to the California Court of Appeal and
2 California Supreme Court.

3 34. My current current contingent billing rate of \$850 per hour is consistent with my
4 practice area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards
5 received, legal market and accepted hourly rates:

6 a. In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town
7 Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were
8 reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of
9 wage-and-hour class actions that I opposed when litigating wage-and-hour class
10 actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year
11 - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year -
12 \$455. I am a 14th year attorney, with most of my experience in class action litigation
13 as a primary practice area. Having successfully briefed and argued a published
14 appeal in the Ninth Circuit Court of Appeals involving CAFA and PAGA, having
15 experience certifying large class actions (including *ABM Industries Overtime Cases*,
16 which was decided on appeal), and having received numerous awards for my legal
17 work, my hourly rate should be adjusted upward.

18 b. On May 6, 2022, the Hon. Jay A. Garcia-Gregory of the United States District Court
19 in Puerto Rico approved my \$850 hourly rate when he granted final approval of the
20 class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-cv-01811-JAG, Dkt.
21 57 (U.S. Dist. Ct. P.R. May 6, 2022).

22 c. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court
23 approved my \$800 hourly rate when he granted final approval of the class action
24 settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-
25 01066522-CU-OE-CXC.

26 d. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District
27 Court granted final approval of the \$1,600,000 class action settlement in *Carlos*
28 *Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-

1 SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the
2 Court approved my then \$750 hourly rate after finding it was “reasonable, given the
3 qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)

4 e. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior
5 Court approved my previous \$750 hourly rate when he granted final approval of the
6 class action settlement in *Faye Zhang v. Richemont North America, Inc.*, No.
7 19STCV32396.

8 f. On December 13, 2018, the United States District Court granted final approval of
9 the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services,*
10 *LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in
11 which I served as lead counsel. In doing so, the Court approved my then \$600
12 hourly rate and found: “Class Counsel’s declarations show that the attorneys are
13 experienced and successful litigators.” (*Id.* at p. *10.)

14 35. Benjamin H. Haber is a sixth-year Associate Attorney at Wilshire Law Firm. His
15 current hourly rate is \$650. He graduated from the University of California, Los Angeles, with a
16 Bachelor of Arts in Political Science, and received his Juris Doctor from the University of
17 California, Hastings College of the Law in 2016. During law school, he was a member of the
18 executive board for the Hastings Law Journal and student mediator at the San Francisco Superior
19 Court, Small Claims Division. Since graduating from law school, he has focused his legal work
20 primarily on wage-and-hour litigation and has helped obtain dozens of settlements on behalf of
21 tens of thousands of workers in California.

22 36. Arrash T. Fattahi is a third-year Associate Attorney at Wilshire Law Firm, PLC. He
23 was admitted to practice law in the State of California and the Central and Southern Districts of
24 California in January 2021. Arrash graduated from the University of California, Los Angeles, with
25 a Bachelor of Arts in Political Science, *summa cum laude*. He received his Juris Doctor from The
26 George Washington University Law School. During law school, he was a member of the student
27 editorial board for the *Federal Circuit Bar Journal*. Since January 2021, his practice has mainly
28 been focused on wage and hour class action litigation. His current contingent billing rate for this

1 case is \$450 per hour.

2 37. Min Jee Kim is a Senior Paralegal at Wilshire Law Firm with eleven years of
3 experience working at law firms, including over five years of experience working on class action
4 cases. She is a graduate of the University of California, San Diego with a Bachelor's of Arts degree
5 in Economics.

6 38. Ashley Narinyans is a paralegal at Wilshire Law Firm with six years of experience
7 working at law firms, including over three years of experience working on class action cases. She
8 is a graduate of the California State University, Northridge with a Bachelor's of Science degree in
9 Business Administration & Business Law, *Magna Cum Laude* and member of the Golden Key
10 International Honors Society.

11 I declare under penalty of perjury under the laws of the State of California and the United
12 States that the foregoing is true and correct.

13 Executed on February 24, 2023, at Los Angeles, California.

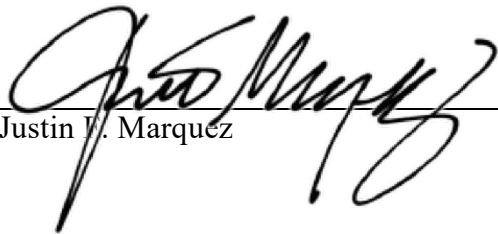
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16 Justin F. Marquez
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Exhibit 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

JOSHUA TAYLOR and FRANK LOMONACO,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS, a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: VCU286113

CLASS ACTION

[Hon. Nathan D. Ide, Dept. 2]

**JOINT STIPULATION RE: CLASS
SETTLEMENT**

Complaint filed:	February 26, 2021
FAC filed:	February 18, 2022
Trial date:	Not set

1 This Joint Stipulation Re: Class Settlement is made by and between the Named Plaintiffs,
2 JOSHUA TAYLOR and FRANK LOMONACO (“Plaintiffs”), on their own behalf and on behalf
3 of all members of the Settlement Class, as defined below, and Defendant U.S. DAIRY
4 SYSTEMS, INC. DBA AUTOMATED DAIRY SYSTEMS (“Defendant,” and together with
5 Plaintiffs, the “Parties”), in the lawsuit entitled *Joshua Taylor, et al. v. U.S. Dairy Systems, Inc.*
6 *dba Automated Dairy Systems, et al.*, filed in Tulare County Superior Court, Case No.
7 VCU286113. This Joint Stipulation Re: Class Settlement resolves all claims that were asserted
8 or could have been asserted against Defendant pertaining to the claims in the Litigation.

9 **I. DEFINITIONS**

10 **A. Administrative Costs.** All administrative costs of settlement, including cost of
11 notice to the Settlement Class, claims administration, and any fees and costs incurred or charged by
12 the Settlement Administrator in connection with the execution of its duties under this Joint
13 Stipulation Re: Class Settlement.

14 **B. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are
15 used synonymously herein to mean this Joint Stipulation Re: Class Settlement.

16 **C. Class Counsel.** The term “Class Counsel” as used herein means: WILSHIRE LAW
17 FIRM, PLC and all the lawyers of the firm acting on behalf of Named Plaintiffs and the Settlement
18 Class. The term Class Counsel shall be used synonymously with the term Plaintiffs’ Counsel.

19 **D. Court.** The term “Court” as used herein means the Superior Court of the State of
20 California for the County of Tulare.

21 **E. Final.** The term “Final” means: (1) the date of final affirmation of the Final Approval
22 Order from any appeal, the expiration of the time for, or the denial of, a petition to review the Final
23 Approval Order, or if review is granted, the date of final affirmation of the Final Approval Order
24 following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final
25 Approval Order or the final dismissal of any proceeding to review the Final Approval Order,
26 provided that the Final Approval Order is affirmed and/or not reversed in any part; or (3) if no appeal
27 is filed, the expiration date of the time for the filing or noticing of any appeal from the Court’s Final
28 Approval Order, as determined under Rule 8.104(a)(3) of the California Rules of Court.

1 **F. Date of Final Approval.** The terms “Date of Final Approval” or “Final Approval
2 Order” as used herein mean the final formal judgment entered by the Court at the Final Fairness and
3 Approval Hearing in accordance with the terms herein, approving this Agreement.

4 **G. Defendant.** The term “Defendant” as used herein means U.S. DAIRY SYSTEMS,
5 INC. DBA AUTOMATED DAIRY SYSTEMS.

6 **H. Employer Taxes.** Employer-funded taxes and contributions imposed on the wage
7 portions of the Settlement Payment under the Federal Insurance Contributions Act, the Federal
8 Unemployment Tax Act, and any similar state taxes and contributions required of employers, such
9 as for unemployment insurance.

10 **I. Litigation.** The term “Litigation” as used herein means the action entitled filed in
11 Tulare County Superior Court, Case No. VCU286113.

12 **J. Named Plaintiffs.** The term “Named Plaintiffs” as used herein means Joshua Taylor
13 and Frank Lomonaco.

14 **K. Net Settlement Fund.** The term “Net Settlement Amount” or “Net Settlement Fund”
15 as used herein means the Settlement Amount minus any award of attorneys’ fees and Litigation costs,
16 Administrative Costs, enhancements to the Named Plaintiffs, and penalties recoverable pursuant to
17 California’s Private Attorneys General Act (“PAGA”) (the “PAGA Settlement”), and as provided in
18 Sections VIII, XIII, XIV, XV, and XVI, respectively.

19 **L. Participating Class Members.** The term “Participating Class Members” as used
20 herein means all Class Members who do not submit a valid and timely request to exclude themselves
21 from this Settlement.

22 **M. Participating PAGA Members.** The term “Participating PAGA Members” means
23 all Participating Class Members who worked for Defendant from February 26, 2020 through
24 December 20, 2021, or the date when the Court grants preliminary approval of the settlement,
25 whichever is earlier.

26 **N. Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include
27 payments made to the Settlement Class as part of the Settlement, including wages, penalties and
28 interest.

1 **O. Settlement.** The term “Settlement” as used herein means this Agreement to resolve
2 the Litigation.

3 **P. Settlement Administrator.** The term “Settlement Administrator” as used herein
4 means Phoenix Settlement Administrators, which will be responsible for the administration of the
5 Settlement Amount, as defined below, and all related matters.

6 **Q. Settlement Amount.** The term “Settlement Amount” as used herein means the sum
7 of One Hundred and Eighty-Seven Thousand and Five Hundred Dollars and Zero Cents
8 (\$187,500.00). This is the gross amount Defendant can be required to pay under this Settlement
9 Agreement. The Settlement Amount includes: (1) the Net Settlement Payments to be paid to
10 Participating Class Members; (2) Court-approved attorneys’ fees and Litigation costs pursuant to
11 Section XIII; (3) enhancements to the Named Plaintiffs, as approved by the Court; (4) the
12 Administrative Costs, as approved by the Court; (5) the PAGA Settlement to the California Labor &
13 Workforce Development Agency (“LWDA”) and to Participating PAGA Members, as approved by
14 the Court; (6) any statutory penalties; and (7) interest.

15 **R. Settlement Class.** For settlement purposes only, the Parties agree to the certification
16 of a class pursuant to California *Code of Civil Procedure* § 382 defined as:

17 All persons who worked for any Defendant in California as an hourly-paid or
18 non-exempt employee during the Settlement Period (together, collectively
19 referred to as the "Class Members").

20 **S. Settlement Period.** The term “Settlement Period” as used herein means the
21 period from February 26, 2017 through December 20, 2021, or the date when the Court grants
22 preliminary approval of the settlement, whichever is earlier.

23 **II. BACKGROUND**

24 **A.** In the Litigation, the Named Plaintiffs allege, *inter alia*, on behalf of themselves and
25 all others similarly situated, that Defendant violated California state wage and hour laws, the
26 California *Business and Professions Code* Section 17200, *et seq.*, and the PAGA, as a result of
27 Defendant’s California wage and hour policies and practices. Specifically, Named Plaintiffs allege
28 that Defendant failed to pay its employees at or above the applicable minimum wage rates, failed to

1 provide regular, overtime, and double time pay, failed to provide meal breaks (including first and
2 second meal breaks), failed to authorize and permit legally compliant rest breaks each day based on
3 the hours worked by each employee, and failed to provide reimbursements for all necessary business-
4 related expenses incurred by the class members. Named Plaintiffs further alleged that the
5 aforementioned resulted in the employees receiving inaccurate wage statements, and the
6 underpayment of wages to employees upon termination and/or resignation.

7 Class Counsel conducted informal discovery concerning the claims set forth in the Litigation,
8 such as a sample of class member timekeeping and payroll records, Defendant's policies and
9 procedures concerning the payment of wages, the provision of meal and rest breaks, issuance of
10 wage statements, and providing all wages at separation, as well as information regarding the number
11 of putative class members and the mix of current versus former employees, the wage rates in effect,
12 and the amount of meal and rest period premium wages paid to class members.

13 **B.** Named Plaintiffs and Class Counsel have engaged in good faith, arms-length
14 negotiations with Defendant concerning possible settlement of the claims asserted in the Litigation.
15 The Parties participated in a full day of mediation before the Honorable Steven M. Vartabedian, a
16 well-respected wage and hour class action mediator, that resulted in a tentative settlement of the
17 Litigation, subject to the approval of the Court, and finalization of a formal Joint Stipulation Re:
18 Class Settlement. The Parties have engaged in extensive negotiations about the terms and conditions
19 of the Settlement at the mediation and subsequent thereto. The Parties have now formalized the
20 Settlement Agreement for submission to the Court for Preliminary and Final Approval.

21 **C.** Class Counsel has conducted an investigation of the law and facts relating to the
22 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues
23 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Litigation
24 through trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of
25 an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be
26 received by the Named Plaintiffs and the members of the Settlement Class pursuant to this
27 Agreement, that a settlement with Defendant on the terms and conditions set forth herein is fair,
28 reasonable, adequate, and in the best interests of the Settlement Class. Named Plaintiffs, on their

own behalf and on behalf of the Settlement Class, have agreed to settle the Litigation with Defendant on the terms set forth herein.

D. Defendant has concluded that, because of the substantial expense of defending against the Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in Defendant's best interests to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted against them in the Litigation. However, Defendant nevertheless desires to settle the Litigation for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Litigation.

E. This Agreement is intended to and does effectuate the full, final and complete settlement of all allegations and claims that were asserted, or could have been asserted, in the Litigation by Named Plaintiffs and members of the Settlement Class as set forth in Section II(A).

III. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this Litigation. The Litigation includes claims that, while Defendant denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to California *Code of Civil Procedure* Section 664.6 the Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with the terms set forth herein.

IV. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of this Settlement Class for purposes of Settlement only. This Stipulation is contingent upon the Preliminary and Final Approval and certification of the Settlement Class only for purposes of Settlement. Should the Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Litigation. Defendant expressly reserves the right to oppose class certification and/or proactively move to deny

certification should this Settlement be modified or reversed on appeal or otherwise not become final.

V. MOTION FOR PRELIMINARY APPROVAL

Named Plaintiffs will bring a motion before the Court for an order preliminarily approving the Settlement including the Notice of Class Action and Proposed Settlement, and Workweek Dispute Form, which are attached hereto as **Exhibits “A” and “B,”** respectively, and including certification of the Settlement Class for settlement purposes only.

The date that the Court grants Preliminary Approval of this Agreement will be the “Preliminary Approval Date.” Class Counsel will prepare the Motion for Preliminary Approval and will provide Defendant’s counsel the opportunity to review it and provide input before it is filed. On the same date on which it is filed with the Court, Class Counsel shall concurrently submit the Motion for Preliminary Approval to the LWDA in compliance with Labor Code § 2698, *et seq.*, the PAGA.

VI. STATEMENT OF NO ADMISSION

A. Defendant denies liability to Named Plaintiffs and to the Settlement Class upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against them in the Litigation.

B. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement or the Settlement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the

1 Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement
2 or any orders or judgments of the Court entered in connection with implementation of the Settlement.

3 C. None of the documents produced or created by Named Plaintiffs or the Settlement
4 Class in connection with the claims procedures or claims settlement procedures constitute, and they
5 are not intended to constitute, an admission by Defendant of any violation of any federal, state, or
6 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or
7 in equity.

8 D. The Parties agree that class certification pursuant to California *Code of Civil*
9 *Procedure* Section 382 under the terms of this Agreement is for settlement purposes only. Nothing
10 in this Agreement will be construed as an admission or acknowledgement of any kind that any class
11 should be certified or given collective treatment in the Litigation or in any other action or proceeding.
12 Further, neither this Agreement nor the Court's actions with regard to this Agreement will be
13 admissible in any court or other tribunal regarding the propriety of class certification or collective
14 treatment. In the event that this Agreement is not approved by the Court or any appellate court, is
15 terminated, or otherwise fails to be enforceable, Named Plaintiffs will not be deemed to have waived,
16 limited, or affected in any way any claims, rights, or remedies in the Litigation, and Defendant will
17 not be deemed to have waived, limited, or affected in any way any of their objections or defenses in
18 the Litigation.

19 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

20 **A. Release as to All Settlement Class Members.**

21 As of the date on which Defendant fully funds the settlement, Named Plaintiffs and all
22 members of the Settlement Class, except those that make a valid and timely request to be excluded
23 from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in
24 any forum any and all wage-related claims that were alleged in the Litigation or which could have
25 been alleged in the Litigation based on the facts asserted in the Litigation arising during the
26 Settlement Period against Defendant, and its divisions, affiliates, predecessors, successors,
27 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
28 fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers,

1 and related corporations, including the following claims: (1) all claims alleged in the operative
2 complaint, under any legal theory of liability, for the failure to pay all wages of any kind, including
3 any minimum or straight time wages, owed pursuant to California Labor Code §§ 204, 218, 510,
4 1194, 1194.2, and 1197, the California Industrial Welfare Commission (“IWC”) Wage Orders, or
5 any comparable federal statute under any theory of liability; (2) all claims alleged in the operative
6 complaint, under any legal theory of liability, for the failure to pay overtime or double time wages
7 owed pursuant to California Labor Code §§ 204, 510, 1194, and 1198, the IWC Wage Orders, or any
8 comparable federal statute under any theory of liability; (3) all claims alleged in the operative
9 complaint, under any legal theory of liability, for the failure to provide meal periods pursuant to
10 California Labor Code §§ 226.7 and 512, and the IWC Wage Orders; (4) all claims alleged in the
11 operative complaint, under any legal theory of liability, for the failure to provide rest periods pursuant
12 to California Labor Code § 226.7 and 512, and the IWC Wage Orders; (5) all claims alleged in the
13 operative complaint, under any legal theory of liability, for any penalties of any kind arising from
14 an alleged failure to pay final wages or other amounts allegedly owed to Class Members pursuant
15 to California Labor Code §§ 201-203 as well as California Labor Code §§ 218.5, 218.6, and 1194;
16 (6) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties
17 of any kind arising from an alleged wage statement violation pursuant to California Labor Code §§
18 226 and 1174.5; (7) all claims alleged in the operative complaint, under any legal theory of liability,
19 for failure to indemnify employees for expenditures pursuant to California Labor Code § 2802; (8)
20 all claims alleged in the operative complaint, under any legal theory of liability, for violation of
21 Business & Professions Code §§ 17200, *et seq.*; (9) all claims alleged in the operative complaint and
22 Plaintiffs’ PAGA letters, under any legal theory of liability, for penalties pursuant to the PAGA
23 (Labor Code §§ 2698, *et seq.*) including, but not limited to, California Labor Code §§ 210, 226.3,
24 1174.5, and 1197.1; and (10) all claims alleged in the operative complaint, under any legal theory of
25 liability, for any penalties or any another amounts that could be potentially owed to Class Members
26 during the Settlement Period, including penalties owed pursuant to California Labor Code §§ 210,
27 226.3, 558, and 1197.1.

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B. General Release by Named Plaintiffs Only.

In addition to the release made in Section VII(A), Named Plaintiffs make the additional following general release of all claims, known or unknown. Named Plaintiffs release Defendant, and each of its respective subsidiaries, affiliates, predecessors or successors in interest, officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Named Plaintiffs' employment with Defendant as well as any and all acts or omissions by or on the part of Defendant. (The release set forth in this Paragraph B shall be referred to hereinafter as the "General Release.")

With respect to the General Release, Named Plaintiffs stipulate and agrees that, upon the Date of Final Approval, Named Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

"SECTION 1542. [CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] 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."

Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

VIII. SETTLEMENT ADMINISTRATOR

Named Plaintiffs and Defendant, through their respective counsel, have selected Phoenix Settlement Administrators as the Settlement Administrator to administer the Settlement, which

includes, but is not limited to, distributing and responding to inquiries about Notice of Class Action and Proposed Settlement and Workweek Dispute Form, determining the validity of any disputes and opt-outs, calculating all amounts to be paid from the Net Settlement Amount, and maintaining a website with information about the Settlement. The Settlement Administrator shall update the website to include any changes of the location or date of the Final Approval Hearing and the final judgment. Charges and expenses of the Settlement Administrator, estimated to be no more \$10,000.00, will be paid from the Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the allocated \$10,000.00 will come from the Settlement Amount. If the actual Settlement Administrator fees are less than the Parties' estimation, the difference between the actual and estimated Settlement Administrator fees will revert to the participating Settlement Class members. The Parties agree that this Agreement may be provided to the Settlement Administrator to effectuate its implementation of the settlement procedures herein.

IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS

A. Notice.

Named Plaintiffs and Defendant, through their respective attorneys, have jointly prepared a Notice of Class Action and Proposed Settlement (the "Notice") and a Workweek Dispute Form, which in substance will be provided to the members of the Settlement Class as follows:

B. Class Data.

As soon as practicable following Preliminary Approval of the Settlement, but no later than thirty (30) calendar days after the Court's Preliminary Approval order, Defendant will provide to the Settlement Administrator the following information about each Settlement Class member ("Class List"): (1) name; (2) last known home address; (3) number of workweeks as a class member during the Settlement Period or the dates of employment for each Settlement Class member; and (4) Social Security number. Defendant further agrees to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator. Plaintiffs' Counsel shall also receive a redacted Class List that shall only disclose an identification number attributed to each class member and the number of workweeks each class member worked during the Settlement Period.

C. Notice Mailing.

The Settlement Administrator shall run all the addresses provided through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information, and shall mail the Notice and Workweek Dispute Form to the members of the Settlement Class via first-class regular U.S. Mail using the most current mailing address information available, within ten (10) calendar days of the receipt of the Class List from Defendant. The Notice shall provide the members of the Settlement Class sixty (60) days' notice of all applicable dates and deadlines.

The Notice will also include information regarding the nature of the Litigation; a summary of the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has preliminarily approved the Settlement; the nature and scope of the claims being released; the procedure and time period for objecting to the Settlement, the date and location of the Final Approval Hearing; information regarding the opt-out procedure; Defendant's calculation of the number of Eligible Workweeks that each Settlement Class member has worked as an employee in California at any time during the Settlement Period, and the estimated potential recovery for the proposed Settlement Class Member. The Notice shall enclose the Workweek Dispute Form for Settlement Class members.

For each Settlement Class member, the Workweek Dispute Form will identify the number of Eligible Workweeks that he or she was employed and inform the employee of his or her right to dispute this number by completing and returning the form within sixty (60) days of the postmark date of the Workweek Dispute Form. A Settlement Class member's receipt of his or her share of the Net Settlement Payments is not conditional on the submission of the Workweek Dispute Form. Absent the receipt of a Workweek Dispute Form the number of workweeks identified in the Workweek Dispute Form shall be deemed accurate. The settlement of any disputes concerning the number of Eligible Workweeks is discussed in Section X, below.

D. Returned Notices.

If a Notice is returned from the initial notice mailing, the Settlement Administrator will

perform a skip trace in an attempt to locate a more current address. If the Settlement Administrator is successful in locating a new address, it will re-mail the Notice to the Settlement Class member. Further, any Notices returned with a forwarding address to the Settlement Administrator, as non-deliverable before the deadline date, shall be sent to the forwarding address affixed thereto. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Settlement Class member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Settlement Class members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice shall be re-mailed to the original address. If the Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Settlement Class members who receive a re-mailed Notice will have fifteen (15) additional days to submit an Opt-Out Form or objection to the settlement (i.e., 75 calendar days from first mailing) irrespective of when the first mailing was returned as undeliverable as long as the return mailing is received within the initial sixty (60) day Response Deadline.

E. Deficiency Notice.

Should any member of the Settlement Class timely submit a Workweek Dispute Form with a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the Settlement Administrator of each timely submitted Workweek Dispute Form, send a deficiency notice. The deficiency notice will provide the member of the Settlement Class no more than fourteen (14) days from the mailing of the deficiency notice to postmark a written response to cure all deficiencies. The failure of a member of Settlement Class to timely submit a Workweek Dispute or timely respond to a notice of deficiency shall invalidate the dispute unless all Parties' counsel agree to allow the dispute.

F. Settlement Administrator's Declaration.

No later than twenty-five (25) days before the Final Approval Hearing, the Settlement Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting to the completion of the Notice process, including the number of attempts to obtain valid mailing

addresses for and re-sending of any returned Notices, as well as the number of valid Workweek Dispute Forms, opt-outs and deficiencies that the Settlement Administrator received.

G. Objections.

1. Timing. The objection must be submitted to the Settlement Administrator by mail, postmarked by the Response Deadline.

2. Format. Any Objections must state: (a) the case name (e.g., *Joshua Taylor and Frank Lomonaco, et al. v. U.S. Dairy Systems, Inc. dba Automated Dairy Systems*) and case number (VCU286113); (b) the objecting person's or his or her attorney's full name, address, and telephone number; (c) the words "Notice of Objection" or "Formal Objection;" (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; and (g) state whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class.

3. Notice of Intent to Appear. Settlement Class members who timely submit valid objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel.

4. Effect of Objection. If a Settlement Class member objects to the Settlement, the Settlement Class member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class member will be bound by the terms of the Settlement and Final Approval Order in the same way and to the same extent as a Settlement Class member who does not object. The date of mailing of the Notice to the objecting Settlement Class member shall be conclusively determined according to the records of the Settlement Administrator. The Court retains final authority with respect to the consideration and admissibility of any Settlement Class member objections. Any Settlement Class member who submits an objection may also participate in the settlement.

H. Opportunity to be Excluded and Defendant's Opt-Out Threshold.

In order for any Settlement Class member to validly exclude himself or herself from the

1 Settlement Class and the Settlement (i.e., to validly opt out), a written request for exclusion (“Request
2 to be Excluded”) must be signed by the Settlement Class member or his or her authorized
3 representative and must be sent to the Settlement Administrator, postmarked by no later than sixty
4 (60) days after the date the Settlement Administrator initially mails the Notice to the Settlement Class
5 members. The Notice shall contain instructions on how to opt out.

6 **1. Effect of Opt-Out.** The date of the initial mailing of the Notice, and the date the
7 signed Request to be Excluded was postmarked, shall be conclusively determined according to the
8 records of the Settlement Administrator. Any Settlement Class member who timely and validly
9 submits a Request to be Excluded from the Settlement Class and the Settlement will not be entitled
10 to any portion of the Net Settlement Payments, will not be bound by the terms and conditions of the
11 Settlement, and will not have any right to object, appeal, or comment thereon.

12 **2. Failure to Opt-Out.** Any member of the Settlement Class who does not timely
13 file and mail a Request to be Excluded from the Settlement Class will be deemed included in the
14 Settlement Class in accordance with this Settlement.

15 **3. Tolerance of Opt-Outs.** In the event that ten percent (10%) or more of the Class
16 Members exercise their right to exclude themselves and opt out of the Settlement and Settlement
17 Agreement, Defendant retains the exclusive right, but not the obligation, to withdraw from and
18 terminate the Settlement and the Settlement Agreement and return all Parties back to their same
19 position before the Settlement was reached and the Settlement Agreement was entered into. In the
20 event that Defendant exercises such rights under this paragraph, Named Plaintiffs and Defendant
21 shall resume the Litigation through and until there is a final settlement of the Litigation. Defendant
22 must notify Class Counsel and the Court of such a decision to withdraw and terminate the Settlement
23 no later than five (5) days prior to the date of the Final Approval Hearing. In the event of Defendant’s
24 withdrawal, no party may use the fact that the Parties agreed to the Settlement for any reason, and
25 Defendant shall pay all administration expenses incurred through the date of its termination of the
26 Settlement.

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I. Cooperation.

The Parties and their respective counsel agree not to encourage members of the Settlement Class to refrain from participating in the Settlement, to opt out of the Settlement, or to object to the Settlement, directly or indirectly, through any means. However, if a Settlement Class member contacts Class Counsel, Class Counsel may discuss the terms of the Settlement and the Settlement Class member's options.

X. DISPUTES PROCEDURE

If the member of the Settlement Class disputes the number of Eligible Workweeks set forth in the Workweek Dispute Form, such person must follow the directions in the Workweek Dispute Form and in the Notice, including preparing a statement setting forth the number of Eligible Workweeks that such person believes in good faith is correct, and stating that the member of the Settlement Class authorizes the Settlement Administrator to review the Settlement Class member's personnel file and leave management records to determine such information, and attaching any relevant documentation in support thereof. Documentary evidence and paystubs are helpful to substantiate such person's dispute claim, but it is not required. The member of the Settlement Class must mail the signed and completed statement no later than sixty (60) days after the date of the mailing of the Workweek Dispute Form, or the number of Eligible Workweeks set forth in the Notice and Workweek Dispute Form will govern the Net Settlement Payment to the member of the Settlement Class.

Upon timely receipt of any such challenge, the Settlement Administrator, in consultation with Class Counsel and counsel for Defendant, will review the pertinent payroll records showing the dates the Settlement Class member was employed and the pertinent leave(s) taken, which records Defendant agrees to make available to the Settlement Administrator and Class Counsel.

After consulting with Class Counsel and counsel for Defendant, the Settlement Administrator shall compute the number of Eligible Workweeks to be used in computing the Settlement Class member's pro rata share of the Net Settlement Amount. In the event there is a disparity between the dates a Settlement Class member claims he or she worked during the Settlement Period and the dates indicated by Defendant's records, Defendant's records will control unless inconsistent with paycheck

1 stub(s) (or bona fide copies thereof) provided by the Settlement Class member, in which case the
2 paycheck stub(s) will control. The Parties shall file with the Court all disputes submitted, and the
3 resolution of those disputes. The Court shall have the right to review any decision made by the
4 Settlement Administrator regarding a claim dispute.

5 **XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

6 **A. Distribution Formula.**

7 Subject to the Court finally approving the Settlement, the Settlement Administrator shall
8 distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and
9 Judgment. The maximum amount Defendant can be required to pay under this Settlement for any
10 purpose is the Settlement Amount. The Settlement Administrator shall keep Defendant's Counsel
11 and Class Counsel apprised of all distributions from the Settlement Amount. The Settlement
12 Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person
13 shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the
14 Settlement Administrator based on the distributions and payments made in accordance with this
15 Agreement.

16 The Settlement Administrator will calculate the total number of workweeks for all Class
17 Members who were employed by Defendant during the Settlement Class Period ("Total
18 Workweeks"). The value of each Workweek shall be determined by the Settlement Administrator by
19 dividing the Net Settlement Fund (not including the amount the Court approves in PAGA penalties)
20 by the total number of Workweeks available to the Class Members who do not opt out in accordance
21 with Section IX(H) above during the Settlement Class Period ("Workweek Point Value").

22 An "Individual Settlement Payment" for each Class Member will then be determined by
23 multiplying a Class Member's workweeks worked during the Class Period ("Eligible Workweeks")
24 by the Workweek Point Value. The Individual Settlement Payment will be reduced by any required
25 legal deductions, for each participating Class Member.

26 Members of the Settlement Class not opting out will receive a lump sum payment as good
27 and valuable consideration for the waiver and release of claims set forth in Section VII(A), above,
28 in an amount determined by the Settlement Administrator in accordance with the provisions of this

1 Agreement.

2 As to distribution of PAGA penalties, the Settlement Administrator will calculate the total
3 number of workweeks for all Participating PAGA Members who were employed by Defendant
4 during the PAGA Period ("Total PAGA Workweeks"). The value of each PAGA Workweek shall
5 be determined by the Settlement Administrator by dividing 25% of the total amount the Court
6 approves in PAGA penalties by the total number of PAGA Workweeks available to Participating
7 PAGA Members ("PAGA Workweek Point Value"). Each payment to Participating PAGA
8 Members shall be treated as 100% penalties.

9 **B. Funding of Settlement.**

10 Within twenty-one (21) calendar days following the date on which the Court grants Final
11 Approval of the Settlement and a determination of the pro-rata share of the settlement amount to
12 which each member of the Settlement Class is entitled, Defendant will deposit the Settlement
13 Amount and the Employer Taxes into an interest-bearing trust account (established by the Settlement
14 Administrator) for the benefit of the participating Settlement Class members and Class Counsel,
15 through the Settlement Administrator. At no time prior to Final Approval of the Settlement shall
16 Defendant be required to escrow any portion of the Settlement Amount.

17 **C. Time for Distribution and *Cy Pres*.**

18 **1. Distribution.**

19 The Settlement Administrator shall cause the Settlement Amount (inclusive of the Net
20 Settlement Amount, the Court approved attorney's fees and Litigation costs, Court approved
21 enhancements to Named Plaintiffs, and PAGA Settlement) and the Employer Taxes to be mailed
22 within twenty-one (21) calendar days following the Date of Final Approval. At no time will
23 Defendant be required to escrow any portion of the Settlement Amount.

24 **2. Uncashed Checks.**

25 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
26 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
27 search and, if another address is identified, shall mail the check to the newly identified address. Any
28 settlement checks remaining uncashed after one hundred and eighty (180) days shall be deemed

1 unpaid residue pursuant Code of Civil Procedure Section 384(a). In accordance with Code of Civil
2 Procedure Section 384, the Parties shall follow the procedure set for in (1) – (5) below in regard to
3 unpaid residue:

- 4 (1) Unpaid residue (uncashed or returned checks) will be paid, *with any interest*
5 *generated in the account established by the Settlement Administrator*, to the Los
6 Angeles Trial Lawyers' Charities, 2708 Wilshire Boulevard, Suite 391, Santa
7 Monica, CA 90403;
- 8 (2) The attorneys for the Parties shall file, with the Motion for Final Approval, a
9 stand-alone Stipulation to Amend Judgment and Proposed Stipulated Amended
10 Judgment (Section 384) memorializing the Parties' agreement to amend the
11 judgment to adopt the administrator's determination of amount of unpaid residue,
12 plus any interest generated in the interest-bearing account from the date of entry
13 of the initial judgment, to be paid to the *cy pres*;
- 14 (3) The Parties shall attach to the Stipulation a [Proposed] Stipulated Amended
15 Judgment form with a signature line for the court and blanks for the amount of
16 residue plus interest, if any, to be added to the judgment and the total amount of
17 the amended judgment;
- 18 (4) Along with the Final Report, the administrator shall file, with the court, a
19 photocopy of the attorneys' Stipulation to Amend Judgment along with a
20 [Proposed] Stipulated Amended Judgment form with the amount of residue plus
21 interest to be added to the judgment and the total amount of the judgment, plus
22 interest, filled in;
- 23 (5) The court signs and enters the Stipulated Amended Judgment;
- 24 (6) Defendant will not be required to pay any additional funds associated with the
25 residue, as the interest included with the residue (as mentioned above) is limited
26 to the interest earned in the account established by the Settlement Administrator.

27 ///

28 ///

XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN

The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy or bonus program. Defendant retain the right to modify the language of their benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS

Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$62,500.00, which represents one-third of the Settlement Amount for all past and future attorneys' fees necessary to prosecute, settle and administer the Litigation and this Settlement. Additionally, Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$15,000.00, which represents all past and future Litigation costs and expenses necessary to prosecute, settle and administer the Litigation and this Settlement. Any attorneys' fees or Litigation costs awarded to Class Counsel by the Court as part of the Settlement Amount shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these amounts include, without limitation, all time and expenses expended by Class Counsel in defending the Settlement and securing preliminary and Final Approval (including any appeals therein). There will be no additional charge of any kind to either the members of the Settlement Class or request for additional consideration from Defendant for such work. This amount shall include all attorneys' fees, Litigation costs, and expenses for which Named Plaintiffs and Class Counsel could claim under

any legal theory whatsoever. Within twenty-one (21) calendar days following the Date of Final Approval, the Settlement Administrator shall disburse payment from the Settlement Amount for the amount of attorneys' fees and Litigation costs approved by the Court to Class Counsel. Should the Court approve a lesser percentage or amount of fees and/or Litigation costs than the amount that Class Counsel ultimately seeks, then any such unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class Members on a pro-rata basis.

XIV. ENHANCEMENTS TO NAMED PLAINTIFFS

Defendant shall not oppose an application by Named Plaintiffs, and Joshua Taylor and Frank Lomonaco shall not seek or receive amounts in excess of \$7,500.00 and \$5,000.00, respectively, for their participation in and assistance with the Litigation (*i.e.*, class representative enhancement / service award). Any enhancements awarded to Named Plaintiffs by the Court as part of the Settlement Amount shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves enhancements of less than \$7,500.00 and \$5,000.00 to Named Plaintiffs, then the unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class Members on a pro-rata basis.

XV. TAXATION AND ALLOCATION

The Parties agree that all employment taxes and other legally required withholdings will be withheld from payments to the members of the Settlement Class and Named Plaintiffs based on the Parties stipulated allocation of the Net Settlement Amount as provided for in this Section.

In Defendant's sole discretion, and to which Named Plaintiffs and Class Counsel do not object, the amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):

- (1) 33% as wages; and
- (2) 67% as penalties and interest.

Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement, by the Settlement Administrator. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

Finally, any and all Employer Taxes which Defendant normally would be responsible for paying based on the Net Settlement Payments made to the individual Class Members will be paid by Defendant in addition to and not as a deduction from the Settlement Amount based on the stipulated Net Settlement Allocation.

XVI. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION

In order to implement the terms of this Settlement and to settle claims alleged under the PAGA, California *Labor Code* section 2698, *et seq.*, the Parties agree to allocate \$10,000.00 from the Settlement Amount as penalties authorized by the PAGA. Seventy-five percent (75%) of this amount will be paid to the LWDA and twenty-five percent (25%) of this amount will be distributed to the participating Class Members, through the Settlement Administrator and at no additional cost to Defendant. Within twenty-one (21) calendar days following the Date of Final Approval, the Settlement Administrator shall disburse the PAGA Settlement to the LWDA and will provide notice to the LWDA of the fact that the Settlement has been approved by the Court along with a copy of the Settlement Agreement and the Court order confirming the approval of the Settlement through the appropriate LWDA/California Department of Industrial Relations (“DIR”) website.

XVII. COURT APPROVAL

This Agreement and the Settlement is contingent upon Final Approval by the Court and the entry of judgment. Named Plaintiffs and Defendant agree to take all steps as may be reasonably necessary to secure both Preliminary Approval and Final Approval of the Settlement, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining court approval, and, if necessary, appellate approval, of the Settlement in all respects.

1 Named Plaintiffs and Defendant expressly agree that they will not file any objection to the terms of
2 the Settlement or assist or encourage any person or entity to file any such objection.

3 In the event it becomes impossible to secure approval of the Settlement, the Parties shall be
4 restored to their respective positions in the Litigation, as of the date of the hearing on the Motion for
5 Preliminary Approval, except as otherwise provided in Section XVIII, below.

6 **XVIII. MISCELLANEOUS PROVISIONS**

7 **A. Stay of Litigation.**

8 Named Plaintiffs and Defendant agree to the stay of all discovery in the Litigation, pending
9 Final Approval of the Settlement by the Court.

10 **B. Interpretation of the Agreement.**

11 This Agreement constitutes the entire agreement between Named Plaintiffs and Defendant.
12 Except as expressly provided herein, this Agreement has not been executed in reliance upon any
13 other written or oral representations or terms, and no such extrinsic oral or written representations or
14 terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree
15 that this Agreement is to be construed according to its terms and may not be varied or contradicted
16 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
17 of California, both in its procedural and substantive aspects, without regard to its conflict of laws
18 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will
19 be resolved solely and exclusively in the Superior Court of the State of California for the County of
20 Tulare, and Named Plaintiffs and Defendant hereby consent to the personal jurisdiction of the Court
21 over them solely in connection therewith. Named Plaintiffs, on their own behalf and on behalf of
22 the Settlement Class, and Defendant participated in the negotiation and drafting of this Agreement
23 and had available to them the advice and assistance of independent counsel. As such, neither Named
24 Plaintiffs nor Defendant may claim that any ambiguity in this Agreement should be construed against
25 the other.

26 The terms and conditions of this Agreement constitute the exclusive and final understanding
27 and expression of all agreements between Named Plaintiffs and Defendant with respect to the
28

1 Settlement of the Litigation. The Agreement may be modified only by a writing signed by the
2 original signatories and approved by the Court.

3 **C. Further Cooperation.**

4 Named Plaintiffs and Defendant and their respective attorneys shall proceed diligently to
5 prepare and execute all documents, to seek the necessary approvals from the Court, and to do all
6 things reasonably necessary or convenient to consummate the Agreement as expeditiously as
7 possible.

8 **D. Confidentiality of Documents.**

9 After the expiration of any appeals period, Named Plaintiffs, the Settlement Administrator,
10 and Class Counsel shall maintain the confidentiality of all documents, deposition transcripts,
11 declarations and other information obtained in the lawsuit, unless necessary for appeal or such
12 documents are ordered to be disclosed by the Court or by a subpoena.

13 **E. Counterparts.**

14 The Agreement may be executed in one or more actual or non-original counterparts, all of
15 which will be considered one and the same instrument and all of which will be considered duplicate
16 originals.

17 **F. Authority.**

18 Each individual signing below warrants that he or she has the authority to execute this
19 Agreement on behalf of the party for whom or which that individual signs.

20 **G. No Third-Party Beneficiaries.**

21 Named Plaintiffs, members of the Settlement Class, and Defendant are direct beneficiaries of
22 this Agreement, but there are no third-party beneficiaries.

23 **H. Modification.**

24 This Agreement may not be changed, altered, or modified, except in a writing signed by the
25 Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates
26 contained in this Agreement may be modified by agreement of the Parties in writing without Court
27 approval if the Parties agree and cause exists for such modification. This Agreement may not be
28 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

1 In addition to the above, this Agreement may be modified based on the final size of the
2 Settlement Class. Defendant's best estimate for the number of workweeks worked by the members
3 of the Settlement Class between the period of February 26, 2017 to September 15, 2021 is 3,611. If
4 the number of workweeks for this time period is determined to be more than 20% higher than this
5 estimate (i.e., 4,334 or more workweeks), the Settlement Amount shall be increased by the average
6 gross payout to the Class Members based on the 3,611 workweeks. For example, if there are 20%
7 more workweeks than the initial figure of 3,611 workweeks during the time period stated above (in
8 this Paragraph), then Defendant will increase the Settlement Amount by 20%. The Settlement
9 Amount will not be reduced due to Defendant's estimate.

10 **I. Deadlines Falling on Weekends or Holidays.**

11 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
12 legal holiday, that deadline shall be continued until the following business day.

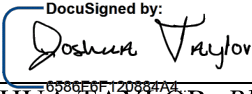
13 **J. Severability.**

14 In the event that any one or more of the provisions contained in this Agreement shall for any
15 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
16 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
17 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if
18 such invalid, illegal, or unenforceable provision had never been included in this Agreement.

1 APPROVED AS TO FORM AND CONTENT:

2 Date: 9/9/2022, 2022

JOSHUA TAYLOR, on behalf of himself and all
others similarly situated

3
4 By: 
5 JOSHUA TAYLOR, *Plaintiff*

6 Date: _____, 2022

FRANK LOMONACO, on behalf of himself and
all others similarly situated

7
8 By: _____
9 FRANK LOMONACO, *Plaintiff*

10
11
12
13
14 Date: _____, 2022

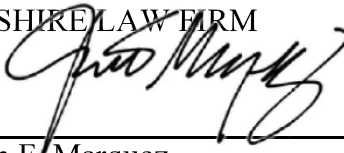
U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS

15
16 By: _____
17 Name: Josiah Higley
18 Position: CEO
19 For U.S. DAIRY SYSTEMS, INC. DBA
20 AUTOMATED DAIRY SYSTEMS,
Defendant

21 APPROVED AS TO FORM:

22 Date: September 9, 2022

WILSHIRE LAW FIRM

23
24 By: 
25 Justin F. Marquez
26 Benjamin H. Haber
27 Arrash T. Fattahi

*Attorneys for Plaintiffs Joshua Taylor and Frank
Lomonaco*

1 APPROVED AS TO FORM AND CONTENT:

2 Date: _____, 2022

JOSHUA TAYLOR, on behalf of himself and all
others similarly situated

4 By: _____

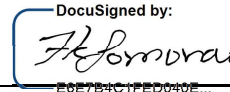
JOSHUA TAYLOR, *Plaintiff*

6 Date: 9/9/2022, 2022

FRANK LOMONACO, on behalf of himself and
all others similarly situated

8 By: _____

FRANK LOMONACO, *Plaintiff*

DocuSigned by:

2022/09/09 10:00:00

14 Date: _____, 2022

U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS

17 By: _____

Name: Josiah Higley
Position: CEO
For U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS,
Defendant

21 APPROVED AS TO FORM:

23 Date: _____, 2022

WILSHIRE LAW FIRM

24 By: _____

Justin F. Marquez
Benjamin H. Haber
Arrash T. Fattahi

*Attorneys for Plaintiffs Joshua Taylor and Frank
Lomonaco*

1 APPROVED AS TO FORM AND CONTENT:

2 Date: _____, 2022

JOSHUA TAYLOR, on behalf of himself and all
others similarly situated

4 By: _____

JOSHUA TAYLOR, *Plaintiff*

6 Date: _____, 2022

FRANK LOMONACO, on behalf of himself and
all others similarly situated

8 By: _____

FRANK LOMONACO, *Plaintiff*

14 Date: September 12, 2022

U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS

16 By: _____

Josiah Higley
Name: Josiah Higley

Position: CEO

For U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS,
Defendant

21 APPROVED AS TO FORM:

22 Date: _____, 2022

WILSHIRE LAW FIRM

24 By: _____

Justin F. Marquez
Benjamin H. Haber
Arrash T. Fattahi

*Attorneys for Plaintiffs Joshua Taylor and Frank
Lomonaco*

1 Date: September 12, 2022

MEDINA McKELVEY LLP

2 By: 

3 Brandon R. McKelvey

4 Timothy B. Nelson

5 Douglas R. Leach

6 *Attorneys for* Defendant U.S. Dairy Systems, Inc.
7 dba Automated Dairy Systems

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

Joshua Taylor/Frank Lomonaco v. U.S. Dairy Systems, Inc. dba Automated Dairy Systems
Case No. VCU286113

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.

**U.S DAIRY SYSTEMS, INC. DBA AUTOMATED DAIRY SYSTEMS WILL NOT RETALIATE
AGAINST YOU FOR PARTICIPATING IN THIS SETTLEMENT.**

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED that a proposed settlement (“the Settlement”) of the above-captioned class action (“the Action”) filed in the Tulare County Superior Court has been reached by U.S Dairy Systems, Inc. dba Automated Dairy Systems (“ADS”) and Joshua Taylor and Frank Lomonaco (“Plaintiffs”), individuals, on behalf of themselves and all others similarly situated, and has been granted Preliminary Approval by the Court supervising the Action. The Tulare County Superior Court has ordered that this Class Notice be sent to you because you may be a Settlement Class member. The purpose of this Class Notice is to inform you of the Settlement of this class action and your legal rights under the Settlement as follows:

- ADS has agreed to settle a lawsuit brought on behalf of all persons who worked for ADS in California as an hourly-paid or non-exempt employee during the period from February 26, 2017 through December 20, 2021 (the “Settlement Period”) (hereafter, “Settlement Class”).
- The proposed Settlement resolves all alleged claims regarding the following wage and hour policies and/or practices of ADS: minimum wage, straight time wage, overtime and/or double time wage, failure to pay for all hours worked, meal and rest breaks and any premiums thereon, wage statement violations, waiting time penalties, failure to indemnify for expenditures, and other penalties of any kind arising from an alleged failure to pay wages. Finally, the settlement resolves claims for unfair competition and penalties under California’s Private Attorneys General Act (“PAGA”) arising out of the alleged wage and hour policies and practices of ADS. The settlement avoids costs and risks to you from continuing the lawsuit, pays money to employees, and releases ADS from liability for these claims.
- The parties in the lawsuit disagree on whether ADS is liable for the allegations raised in this case and how much money could have been won if the employees won at trial.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Get a Payment	If you are a member of the Settlement Class, you will automatically receive a payment if you do not exclude yourself. If you accept a payment and do not exclude yourself you will give up certain rights as set forth on page 4 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	Get no payment. Send a letter to the Settlement Administrator as provided below. This is the only option that allows you to bring your own claim against ADS about the legal claims in this case. The Settlement will bind all Settlement Class Members who do not request exclusion.
Object	Write to the Court about why you do not like the settlement. Directions are provided below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a lawsuit and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of a class on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs filed this lawsuit in Tulare County Superior Court on behalf of the Settlement Class. The lawsuit alleges that members of the Settlement Class were not paid all minimum, straight time, and overtime wages, were not paid for or properly provided meal and rest breaks, were not paid all wages due at termination and/or resignation, were not issued accurate wage statements, were not provided reimbursements for all necessary business-related expenses, and were subjected to unfair competition. The lawsuit seeks recovery of wages, restitution, statutory and civil penalties, interest, and attorneys' fees and costs.

ADS denies any liability or wrongdoing of any kind associated with the claims alleged in the lawsuit. ADS contends, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable law. ADS further denies that the lawsuit is appropriate for class treatment for any purpose other than settling this lawsuit.

The Court has made no ruling and will make no ruling on the merits of the Litigation and its allegations and claims.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did **not** decide in favor of the Plaintiffs or ADS. Plaintiffs think they would have prevailed on their claims at a trial. ADS does not think that Plaintiffs would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the class members will get compensation. Plaintiffs and Plaintiffs' attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all class members.

B. Who is in the Class?

The Settlement Class consists of all persons who worked for ADS in California as an hourly-paid or non-exempt employee during the Settlement Period.

C. What does the Settlement provide?

1. Settlement Amount.

ADS will pay a total of One Hundred and Eighty-Seven Thousand and Five Hundred Dollars and Zero Cents (\$187,500.00) (the “Settlement Amount”) to settle the lawsuit.

The following sums will be paid from the Settlement Amount: all Net Settlement Payments (inclusive of all employment taxes and all other legally required withholdings that would otherwise be due from the individual class members) to the Settlement Class, Attorneys’ Fees (not to exceed 33 ⅓ % of the Settlement Amount, or \$62,500.00), Litigation Expenses not to exceed \$15,000.00, Settlement Administrative Costs estimated in an amount not to exceed \$10,000.00, the PAGA Settlement Payment in the amount of \$10,000.00, and enhancement payments to the Named Plaintiffs not to exceed \$7,500.00 and \$5,000.00, respectively. Any and all Employer Taxes which ADS normally would be responsible for paying on the Net Settlement Payments made to individual Class Members will be paid by ADS separate and apart from the Settlement Amount.

The funds used for the Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall disburse the Court-approved enhancements to the Named Plaintiffs, Court-approved Attorneys’ Fees and Litigation Expenses, Settlement Administration Costs, and the PAGA Settlement Payment at the same time and manner as the Net Settlement Payments to the Settlement Class members.

2. Net Settlement Amount.

“Net Settlement Amount” means the Settlement Amount minus the Attorneys’ Fees, Litigation Expenses, Settlement Administrative Costs, the portion of the PAGA Settlement payment payable to the Labor & Workforce Development Agency (“LWDA”), and the enhancement payments to the Named Plaintiffs.

3. Your Individual Payment Amount.

The Claims Administrator will calculate the total number of workweeks for all Class Members who were employed by Defendant ADS during the Settlement Period (“Total Workweeks”). The value of each Workweek shall be determined by the Claims Administrator by dividing the Net Settlement Amount by the total number of Workweeks available to the Class Members who do not “opt out” (as defined on pages 5-6 below) during the Settlement Period (“Workweek Point Value”).

An “Individual Settlement Payment” for each Class Member will then be determined by multiplying a Class Member’s workweeks (“Eligible Workweeks”) by the Workweek Point Value. The Individual Settlement Payment will be reduced by any required legal deductions, for each participating Class Member.

4. Tax Matters.

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to Settlement Class members reflecting the payments each Settlement Class member receives under

the Settlement. For tax purposes, Net Settlement Payments will be allocated as follows: 33% as wages and 67% as penalties and interest. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code and the California Franchise Tax Board.

Interest and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Settlement Class members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

D. What are you giving up to get a payment and stay in the Class?

As of the date on which Defendant fully funds the settlement, Named Plaintiffs and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in any forum any and all wage-related claims that were alleged in the Litigation or which could have been alleged in the Litigation based on the facts asserted in the Litigation arising during the Settlement Period against Defendant, and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, and related corporations, including the following claims: (1) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay all wages of any kind, including any minimum or straight time wages, owed pursuant to California Labor Code §§ 204, 218, 510, 1194, 1194.2, and 1197, the California Industrial Welfare Commission (“IWC”) Wage Orders, or any comparable federal statute under any theory of liability; (2) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay overtime or double time wages owed pursuant to California Labor Code §§ 204, 510, 1194, and 1198, the IWC Wage Orders, or any comparable federal statute under any theory of liability; (3) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to provide meal periods pursuant to California Labor Code §§ 226.7 and 512, and the IWC Wage Orders; (4) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to provide rest periods pursuant to California Labor Code §§ 226.7 and 512, and the IWC Wage Orders; (5) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties of any kind arising from an alleged failure to pay final wages or other amounts allegedly owed to Class Members pursuant to California Labor Code §§ 201-203, as well as California Labor Code §§ 218.5, 218.6, and 1194; (6) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties of any kind arising from an alleged wage statement violation pursuant to California Labor Code §§ 226 and 1174.5; (7) all claims alleged in the operative complaint, under any legal theory of liability, for failure to indemnify employees for expenditures pursuant to California Labor Code § 2802; (8) all claims alleged in the operative complaint, under any legal theory of liability, for violation of Business & Professions Code § 17200, *et seq.*; (9) all claims alleged in the operative complaint and Plaintiffs’ PAGA letters, under any legal theory of liability, for penalties pursuant to the PAGA (Labor Code §§ 2698, *et seq.*) including, but not limited to, California Labor Code §§ 210, 226.3, 1174.5, and 1197.1; and (10) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties or any another amounts that could be potentially owed to Class Members during the Settlement Period, including penalties owed pursuant to California Labor Code §§ 210, 226.3, 558, and 1197.1.

THE FINAL APPROVAL HEARING

The Court will conduct a Final Approval Hearing regarding the proposed settlement (the “Final Approval Hearing”) on , 2022/2023, at 221 South Mooney Blvd., Visalia, CA 93291, in Department 2 of

the Tulare County Superior Court. The Court will determine: (i) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class members; (ii) whether the Settlement Class members should be bound by the terms of the settlement; (iii) the amount of the attorneys' fees and costs to Plaintiffs' counsel; and (iv) the amount that should be awarded to the Plaintiffs as enhancement payments. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You are permitted to provide an objection at the Final Approval Hearing, in the first instance, even if you did not provide a written objection beforehand. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

The Final Approval Hearing may be continued without further notice to the Class. You may contact Plaintiffs' counsel, listed in this Notice, to inquire into the date and time of the Final Approval Hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – GET A PAYMENT**

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

The average potential recovery for each proposed Settlement Class Member is \$.

The estimated amount of your Settlement Payment is set forth on the Workweek Dispute Form which accompanies this Notice.

The amount of the Settlement Payment paid to each Settlement Class member is based upon the number of workweeks you worked between February 26, 2017 through December 20, 2021. The number of workweeks applicable to your claim is also set forth on the accompanying Workweek Dispute Form. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by following the instructions on the Workweek Dispute Form. If you believe that the number of workweeks stated is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your released claims described in Section D above.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will **not** be bound by a judgment in this case and you will have the right to file your own lawsuit against ADS, subject to time limits called Statute of Limitations and other potential defenses that ADS may assert, and to pursue your own claims in a separate suit.

You can opt out of the Settlement Class by completing the form on **Page 8** of this Notice and mailing it by First Class U.S. Mail or equivalent to the Settlement Administrator at the following address: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. To be valid, your request for exclusion must be postmarked no later than [60 days after mailing].

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing to object, regardless of whether you provided a written objection beforehand, either in person or through an attorney at your own expense.

Any written objection may be mailed to the Settlement Administrator at [Address] by [60 days after mailing].

The contact information for Plaintiffs' counsel and Defendant's counsel is provided below solely for your informational purposes. Written objections should only be sent to the Settlement Administrator at the address provided above, not to Plaintiffs' counsel or Defendant's counsel.

PLAINTIFFS'/CLASS COUNSEL

Justin F. Marquez, Esq.
justin@wilshirelawfirm.com
Benjamin H. Haber, Esq.
benjamin@wilshirelawfirm.com
Arrash T. Fattahi, Esq.
afattahi@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

**U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS' COUNSEL**

Brandon R. McKelvey, Esq. (SBN 217002)
brandon@medinamckelvey.com
Timothy B. Nelson, Esq. (SBN 235279)
tim@medinamckelvey.com
Douglas R. Leach, Esq. (SBN 325955)
doug@medinamckelvey.com
MEDINA McKELVEY LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Telephone: (916) 960-2211
Facsimile: (916) 742-5488

CHANGE OF ADDRESS

If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your Settlement Award or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator at:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed "Joint Stipulation Re: Class Settlement" which is available for viewing online, along with other court records regarding this case, on the following website:

URL: [Insert website provided by Settlement Administrator]

The pleadings and other records in the lawsuit are also available on the website.

Alternatively, you may also obtain information about this matter through the Tulare County Superior Court's website, by going to the following webpage: <https://efiling.tulare.courts.ca.gov/?q=node/349> and entering "VCU286113" for the case number.

ANY INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFFS' COUNSEL LISTED ABOVE OR TO THE SETTLEMENT ADMINISTRATOR, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92867, (800) 523-5773. Please refer to the *Joshua Taylor/Frank Lomonaco v. U.S. Dairy Systems, Inc. dba Automated Dairy Systems* Class Action Settlement.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS

**[COMPLETE THIS FORM *ONLY IF YOU CHOOSE TO*
NOT PARTICIPATE IN THIS SETTLEMENT AND
CHOOSE *NOT* TO RECEIVE A SETTLEMENT SHARE]**

OPT-OUT FORM

Joshua Taylor/Frank Lomonaco v. U.S. Dairy Systems, Inc. dba Automated Dairy Systems
TULARE COUNTY SUPERIOR COURT CASE NUMBER VCU286113

INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE **[+60 DAYS FROM MAILING]**, ADDRESSED TO:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBERS: Home: _____ Work: _____

**IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING
THIS FORM POSTMARKED ON OR BEFORE **[DATE]**.**

I **[insert your name]** wish to be excluded from the Settlement Class in the case of *Joshua Taylor/Frank Lomonaco v. U.S. Dairy Systems, Inc. dba Automated Dairy Systems*, Tulare County Superior Court Case Number VCU286113.

I understand I will not receive money from the proposed class action settlement.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Notice of Proposed Class Action Settlement that were sent to me along with this Opt-Out Form. I understand that by signing this side of the form, I voluntarily choose to exclude myself from the proposed settlement of this class action. **I understand that by excluding myself, I may not accept any money allocated for me in the proposed settlement and may not object to the settlement.** On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. U.S. Dairy Systems, Inc. dba Automated Dairy Systems has not encouraged me to opt out, and I choose to opt out of my own free will.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Signed: _____

Date: _____

Print Name: _____

Last four digits of Social Security Number _____

Exhibit B

CLASS WORKWEEK DISPUTE FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF TULARE

Joshua Taylor/Frank Lomonaco v. U.S. Dairy Systems, Inc. dba Automated Dairy Systems
Case No. VCU286113

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

INSTRUCTIONS

IF YOU WERE EMPLOYED BY U.S DAIRY SYSTEMS, INC. DBA AUTOMATED DAIRY SYSTEMS (“ADS”) IN CALIFORNIA AS AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE BETWEEN FEBRUARY 26, 2017 AND DECEMBER 20, 2021, THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Settlement Payment is based upon the Eligible Workweeks you worked for ADS in California from February 26, 2017 to **December 20, 2021**.

“Eligible Workweeks” are defined as any week in which you worked at least one (1) day during the calendar week. The number of Eligible Workweeks applicable to your claim is set forth in Section I below. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by submitting this completed Workweek Dispute Form with any supporting documents on or before [redacted] [60 days after initial mailing]. Documentary evidence may be helpful to substantiate your dispute claim, but it is not required. **If you believe that the number of workweeks stated below is correct, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR COMPENSABLE WORKWEEKS

You worked as an hourly-paid or non-exempt employee for U.S. Dairy Systems, Inc. dba Automated Dairy Systems in California, which qualifies you as a Settlement Class Member, and your total number of Eligible Workweeks in this position are: **<<NUMBER OF WORKWEEKS>>**.

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the number of workweeks stated above, your estimated pre-tax Settlement Payment is **<<INSERT>>**.

III. CHALLENGE TO WORKWEEKS

If you wish to dispute the Eligible Workweeks data listed, you must postmark your dispute and provide all supporting information and/or documentation, if any, to the Settlement Administrator by **<<NOTICE PERIOD DEADLINE>>**.

Check the box below ONLY if you wish to dispute the data listed in Section I:

☐ I wish to dispute the number of Eligible Workweeks listed in Section I. I believe the correct amount of my workweeks is _____. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review ADS' records and make a determination as to the validity of my dispute based upon ADS' records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

**JOSHUA TAYLOR/FRANK LOMONACO V. U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS
CLASS ACTION SETTLEMENT**

c/o

**[Insert]
address**

IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, YOU MUST SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE «OPT-OUT DEADLINE».

Exhibit 2



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of the S

Court Case Number *

VCU286113

Hearing Date (if any)

August 22, 2022

Hearing Time

8:30 am

Hearing Location

Tulare Superior Court,

Number of aggrieved employees *

48

Gross settlement amount *

187,500

Gross penalty amount *

10,000

Penalties to LWDA *

7,500

Date of proposed settlement *

10/21/2021

Proposed Settlement and Other Documents

Proposed Settlement *

 2022 07-29 ADS - MPA (FINAL).pdf

Other Attachment (if any)

 2022 07-29 ADS - JM Dec. (FINAL).pdf

Other Attachment (if any)

 2022 07-29 ADS - Decl. of LATLC President (FINAL).pdf[Remove](#)

Other Attachment (if any)

 2022 07-29 ADS - [Proposed] Order (FINAL).pdf[Remove](#)[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Ashley Narinyans

To: Min Jee Kim
Subject: RE: Thank you for your Proposed Settlement Submission

-----Original Message-----

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, July 29, 2022 5:19 PM
To: Min Jee Kim <minjee@wilshirelawfirm.com>
Subject: Thank you for your Proposed Settlement Submission

07/29/2022 05:18:18 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): * 822986-21

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Justin

Your Last Name *

Marquez

Your Email Address *

minjee@wilshirelawfirm

Your Street Name, Number and Suite/Apt *

3055 Wilshire Blvd. 12

Your Mobile Phone Number

Your City *

Los Angeles

Your Work Phone Number

2133819988

Your State *

California

Your Zip/Postal Code *

90010

Documents

Other Document *

 2022 09-12 ADS - Supp. Memo (FINAL).pdf

Other Attachment (if any)

 2022 09-12 ADS - JM Supp. Decl. (FINAL).pdf

Other Attachment (if any)

[Remove](#) 2022 09-12 Leach Declaration Re Lack of Conflict of Interest (FINAL).pdf

Other Attachment (if any)

[Remove](#) 2022 09-12 Taylor's Decl. (FINAL).pdf

Other Attachment (if any)

[Remove](#) 2022 09-12 Lomonaco's Decl. (FINAL).pdf

Other Attachment (if any)

[Remove](#) 2022 09-12 ADS - [Proposed] Order (FINAL).pdf[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Ashley Narinyans

To: Min Jee Kim
Subject: RE: Thank you for your Other Response or Document Submission

-----Original Message-----

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

Sent: Monday, September 12, 2022 5:18 PM

To: Min Jee Kim <minjee@wilshirelawfirm.com>

Subject: Thank you for your Other Response or Document Submission

09/12/2022 05:17:37 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 3

CONFIDENTIAL and WORK PRODUCT - JUSTIN MARQUEZ TIMESHEETS

Date:	Hours:	Task Code	Description	Case	Atty	Case Total:	Task Code Cumulative Total
12/10/20	0.4	L110	Review intake information	U.S. Dairy	JM	0.4	0.4
12/10/20	0.8	L110	Research defendant and prior lawsuits.	U.S. Dairy	JM	1.2	1.2
12/10/20	0.2	L110	E-mails re: intake information.	U.S. Dairy	JM	1.4	1.4
12/10/20	0.2	L110	E-mails re: signing up client.	U.S. Dairy	JM	1.6	1.6
06/19/20	0.3	L110	Review client's documents.	U.S. Dairy	JM	1.9	1.9
06/19/20	0.1	L190	Review records request letter.	U.S. Dairy	JM	2.0	0.1
06/29/20	0.2	L190	E-mail re: status of records.	U.S. Dairy	JM	2.2	0.3
01/11/21	2.3	L120	Review personnel file and analyze time records.	U.S. Dairy	JM	4.5	2.3
01/11/21	0.4	L120	Research claims.	U.S. Dairy	JM	4.9	2.7
01/11/21	0.1	L120	Confer with Arrash Fattahi ("AF") re drafting complaint.	U.S. Dairy	JM	5.0	2.8
03/29/21	0.2	L160	Read and respond to e-mail from opposing counsel ("OC") re case.	U.S. Dairy	JM	5.2	0.2
04/15/21	0.4	L160	Read and respond to e-mails from OC re mediation.	U.S. Dairy	JM	5.6	0.6
04/20/21	0.2	L160	Conference call with OC re mediation.	U.S. Dairy	JM	5.8	0.8
04/28/21	0.5	L110	Review records for additional plaintiff.	U.S. Dairy	JM	6.3	2.4
06/16/21	0.5	L160	E-mails re mediation.	U.S. Dairy	JM	6.8	1.3
06/21/21	0.5	L160	E-mails re mediation.	U.S. Dairy	JM	7.3	1.8
06/22/21	0.4	L160	E-mails re mediation.	U.S. Dairy	JM	7.7	2.2
06/23/21	0.2	L160	E-mails re mediation.	U.S. Dairy	JM	7.9	2.4
09/21/21	3.5	L160	Review documents produced for mediation.	U.S. Dairy	JM	11.4	5.9
10/08/21	3.0	L160	Review additional documents produced for mediation.	U.S. Dairy	JM	14.4	8.9
10/13/21	0.3	L160	E-mails re mediation brief.	U.S. Dairy	JM	14.7	9.2
10/13/21	0.5	L160	Review mediation brief; e-mail Arrash Fattahi ("AF") and Ben Haber ("BH") re same.	U.S. Dairy	JM	15.2	9.7
10/19/21	1.0	L160	Prepare for mediation.	U.S. Dairy	JM	16.2	10.7
10/20/21	9.0	L160	Mediation.	U.S. Dairy	JM	25.2	19.7
10/21/21	0.6	L160	E-mails re MOU.	U.S. Dairy	JM	25.8	20.3
12/03/21	0.5	L160	E-mails with AF and BH re settlement documents.	U.S. Dairy	JM	26.3	20.8
02/14/22	0.3	L160	E-mails re settlement.	U.S. Dairy	JM	26.6	21.1
02/15/22	0.2	L160	E-mails re settlement.	U.S. Dairy	JM	26.8	21.3
02/16/22	0.2	L160	E-mails re settlement.	U.S. Dairy	JM	27.0	21.5
02/17/22	0.2	L160	E-mails re settlement.	U.S. Dairy	JM	27.2	21.7
05/10/22	0.2	L160	E-mails re settlement.	U.S. Dairy	JM	27.4	21.9
02/23/23	1.0	L260	Review motion for final approval.	U.S. Dairy	JM	28.4	1

CONFIDENTIAL and WORK PRODUCT - BENJAMIN HABER TIMESHEETS

Date:	Hours:	Task Code	Description	Case	Atty	Case Total:	Task Code Cumulative Total
12/10/20	1.0	L110	Review intake; research company; confer with JM re: same	U.S. Dairy	BH	1.0	1
12/15/20	0.5	L110	Review/draft request letters	U.S. Dairy	BH	1.5	1.5
01/11/21	1.5	L110	Review personnel file; research issues re: potential claims; confer with JM re: same	U.S. Dairy	BH	3.0	3
02/26/21	0.5	L210	review complaint; confer w/ AF re: same	U.S. Dairy	BH	3.5	0.5
03/11/21	0.4	L120	Internal e-mails re: service of Complaint	U.S. Dairy	BH	3.9	0.4
04/05/21	0.5	L120	review intake for additional plaintiff; confer with JM re: client	U.S. Dairy	BH	4.4	0.9
04/20/21	0.3	L110	internal e-mails re: CMC schedule	U.S. Dairy	BH	4.7	3.3
04/20/21	0.5	L110	conference call with OPC	U.S. Dairy	BH	5.2	3.8
04/23/21	0.5	L210	review Answer	U.S. Dairy	BH	5.7	0
04/23/21	0.3	L110	review OPC's e-mail; confer with JM and AF re: same	U.S. Dairy	BH	6.0	1
04/28/21	0.7	L120	review Lomonaco's records; confer with JM re: same	U.S. Dairy	BH	6.7	1.6
05/07/21	0.8	L120	review additional documents for Lomanaco; internal e-mails re: records	U.S. Dairy	BH	7.5	2.4
06/01/21	0.3	L120	call with new client	U.S. Dairy	BH	7.8	2.7
06/09/21	0.2	L160	e-mail with OPC re: mediation	U.S. Dairy	BH	8.0	0.2
06/16/21	0.3	L160	e-mail with OPC re: mediation; confer with staff re: mediation date	U.S. Dairy	BH	8.3	0.5
06/16/21	0.2	L210	review plaintiff's CMC statement for filing	U.S. Dairy	BH	8.5	1.2
06/16/21	0.2	L210	review Def's CMC statement	U.S. Dairy	BH	8.7	1.4
06/23/21	0.1	L160	e-mail with OPC re: mediation	U.S. Dairy	BH	8.8	0.6
06/23/21	0.2	L160	e-mail with mediator's office	U.S. Dairy	BH	9.0	0.8
06/29/21	0.2	L160	review letter from mediator	U.S. Dairy	BH	9.2	1
08/02/21	0.5	L210	Confer with AF re: PAGA letter; review PAGA letter	U.S. Dairy	BH	9.7	1.9
08/27/21	0.2	L160	review letter re: informal discovery for mediation	U.S. Dairy	BH	9.9	1.2
09/21/21	1.2	L160	review mediation data from OPC; confer with JM and AF re: same	U.S. Dairy	BH	11.1	2.4
09/22/21	1.5	L160	review documents for mediation	U.S. Dairy	BH	12.6	3.9
10/04/21	0.2	L160	e-mail to OPC re: mediation	U.S. Dairy	BH	12.8	4.1
10/08/21	0.2	L160	e-mail to OPC re: mediation	U.S. Dairy	BH	13.0	4.3
10/11/21	1.5	L160	review documents and data for mediation	U.S. Dairy	BH	14.5	5.8
10/11/21	0.4	L160	e-mails to JM and AF re: data, claims, and mediation brief	U.S. Dairy	BH	14.9	6.2
10/12/21	0.2	L210	review plaintiff's CMC statement for filing	U.S. Dairy	BH	15.1	2.1
10/12/21	0.2	L210	review Def's CMC statement	U.S. Dairy	BH	15.3	2.3
10/13/21	0.1	L160	review e-mail to mediator	U.S. Dairy	BH	15.4	6.3
10/13/21	0.2	L160	confer with JM re: mediation	U.S. Dairy	BH	15.6	6.5
10/15/21	0.5	L160	review expert data; confer with AF and JM re: same	U.S. Dairy	BH	16.1	7
10/15/21	2.5	L160	edit/review mediation brief; prepare exhibits re: same; confer with AF re: same	U.S. Dairy	BH	18.6	9.5
10/19/21	0.6	L120	Confer w/ AF re: Plaintiff Lomonaco; review declaration	U.S. Dairy	BH	19.2	3.3
10/19/21	0.3	L160	Confer w/ AF and JM re: mediation	U.S. Dairy			9.8
10/20/21	9.0	L160	Mediation; review MOU; e-mails with OPC	U.S. Dairy	BH	28.5	18.8
10/21/21	0.2	L120	E-mails to AF re: clients	U.S. Dairy			3.5
11/08/21	1.5	L160	review draft settlement agreement and settlement-related documents	U.S. Dairy	BH	30.2	20.3
12/03/21	1.0	L200	review settlement agreement, FAC, and stipulation	U.S. Dairy	BH	31.2	1
12/28/21	0.5	L160	Review edist to settlement agreement	U.S. Dairy	BH	31.7	20.8
02/14/22	0.3	L160	Review updated stipulation	U.S. Dairy	BH	32.0	21.1
02/15/22	0.8	L160	Review edits to settlement agreement; confer with AF re: settlement documents	U.S. Dairy	BH	32.8	21.9
02/15/22	0.2	L200	review CMC statement	U.S. Dairy	BH	33.0	1.2
05/09/22	0.2	L120	confer w/ AF re: cy pres	U.S. Dairy	BH	33.2	3.7
05/09/22	1.0	L200	Review MPA	U.S. Dairy	BH	34.2	2.2
06/17/22	0.5	L160	review settlement edits; e-mails re: settlement	U.S. Dairy	BH	34.7	22.4
06/22/22	0.2	L160	e-mails to OPC		BH		22.6
06/23/22	1.0	L230	review for and attend CMC	U.S. Dairy	BH	35.7	1
06/23/22	0.3	L230	Confer with staff re: CMC and scheduling MPA hearing; e-mails to OC re: same	U.S. Dairy	BH	36.0	1.3
06/23/22	0.3	L120	e-mails to cy pres president re: updated declaration	U.S. Dairy	BH	36.3	4
08/19/22	0.5	L120	Review tentative ruling; confer with AF and JM re: same	U.S. Dairy	BH	36.8	4.5
08/21/22	0.2	L120	e-mail to OPC re: tentative ruling	U.S. Dairy	BH	37.0	4.7
08/25/22	0.7	L120	Research issues raised in tentative ruling	U.S. Dairy	BH	37.7	5.4
09/07/22	0.5	L120	Confer with AF re: supplemental briefing	U.S. Dairy	BH	38.2	5.9
09/09/22	2.0	L200	review/edit supplemental briefing; confer with AF re: same	U.S. Dairy	BH	40.2	4.2
09/12/22	1.5	L200	review/finalize supplemental briefing	U.S. Dairy	BH	41.7	5.7
11/17/22	0.3	L160	E-mails to OC and Settlement Administrator re: Settlement	U.S. Dairy	BH	42.0	22.9
11/21/22	0.3	L160	Internal e-mails re: MPA Order	U.S. Dairy	BH	42.3	23.2
11/22/22	0.3	L160	Review/drafts e-mails re: Settlement schedule	U.S. Dairy	BH	42.6	23.5
12/16/22	0.1	L160	Review weekly reports re: settlement administration	U.S. Dairy	BH	42.7	23.6
12/23/22	0.1	L160	Review weekly reports re: settlement administration	U.S. Dairy	BH	42.8	23.7
12/30/22	0.1	L160	Review weekly reports re: settlement administration	U.S. Dairy	BH	42.9	23.8
01/06/23	0.1	L160	Review weekly reports re: settlement administration	U.S. Dairy	BH	43.0	23.9
01/13/23	0.1	L160	Review weekly reports re: settlement administration	U.S. Dairy	BH	43.1	24
01/20/23	0.1	L160	Review weekly reports re: settlement administration	U.S. Dairy	BH	43.2	24.1
01/27/23	0.1	L160	Review weekly reports re: settlement administration	U.S. Dairy	BH	43.3	24.2
02/21/23	0.2	L160	Review Settlement Administrator's decl.	U.S. Dairy	BH	43.5	24.4
02/22/23	2.0	L200	Draft MFA; research applicable law	U.S. Dairy	BH	45.5	7.7
02/23/23	4.5	L200	Draft MFA and supporting docs; research applicable law; confer with staff re: same; e-mails to OC re: same	U.S. Dairy	BH	50.0	12.2
02/24/23	3.0	L200	Finalize/edit MFA filing and prepare exhibits	U.S. Dairy	BH	53.0	15.2

CONFIDENTIAL and WORK PRODUCT - ARRASH FATTAHI TIMESHEETS

Date:	Hours:	Task Code	Description	Case	Atty	Case Total:	Task Code Cumulative Total
04/20/21	0.2	L160	Meet & Confer with Opposing Counsel ("OC") re: mediation	U.S. Dairy	AF	0.2	0.2
06/16/21	0.5	L210	Draft Case Management Statement ("CMS")	U.S. Dairy	AF	0.7	0.5
06/30/21	0.3	L230	Prepare for Case Management Conference ("CMC") on 7/1/21	U.S. Dairy	AF	1.0	0.3
07/01/21	0.5	L230	CMC	U.S. Dairy	AF	1.5	0.8
08/02/21	2.0	L120	Review Plaintiff Lomonaco's personnel file	U.S. Dairy	AF	3.5	2.0
08/02/21	0.3	L120	In-person discussions w/ Benjamin Haber ("BH") re: Plaintiff Lomonaco's PAGA Letter	U.S. Dairy	AF	3.7	2.3
08/02/21	1.0	L200	Draft PAGA letter for Plaintiff Lomonaco	U.S. Dairy	AF	4.7	1.0
08/27/21	0.3	L160	Draft Informal Discovery Request Letter	U.S. Dairy	AF	5.0	0.5
10/11/21	2.0	L160	Review documents produced by OC for mediation	U.S. Dairy	AF	7.0	2.5
10/11/21	0.1	L160	Emails w/ BH re: document production for mediation	U.S. Dairy	AF	7.1	2.6
10/25/21	0.3	L210	Draft CMS	U.S. Dairy	AF	7.4	0.8
10/13/21	0.3	L160	Emails w/ BH re: mediation	U.S. Dairy	AF	7.7	2.9
10/13/21	0.3	L160	Emails w/ mediator re: mediation brief	U.S. Dairy	AF	8.0	3.2
10/13/21	0.1	L160	Text messages w/ Plaintiff Taylor re: mediation	U.S. Dairy	AF	8.1	3.3
10/14/21	2.5	L160	Analyze document production for mediation	U.S. Dairy	AF	10.6	5.8
10/14/21	1.0	L160	Review expert's damages analysis for mediation	U.S. Dairy	AF	11.6	6.8
10/14/21	4.0	L160	Draft mediation brief	U.S. Dairy	AF	15.6	10.8
10/15/21	4.0	L160	Complete mediation brief and compile exhibits	U.S. Dairy	AF	19.6	14.8
10/15/21	0.5	L160	In-person discussions w/ Justin Marquez ("JM") and BH re: mediation	U.S. Dairy	AF	20.1	15.3
10/15/21	0.5	L160	Emails w/ OC re: mediation	U.S. Dairy	AF	20.6	15.8
10/15/21	0.1	L160	Text messages w/ Plaintiff Lomonaco re: mediation	U.S. Dairy	AF	20.7	15.9
10/19/21	0.5	L160	Phone call with Plaintiff Lomonaco re: declaration for mediation	U.S. Dairy	AF	21.2	16.4
10/19/21	1.0	L160	Draft declaration of Plaintiff Lomonaco for mediation	U.S. Dairy	AF	22.2	17.4
10/20/21	9.0	L160	Mediation	U.S. Dairy	AF	31.2	26.4
10/20/21	0.3	L160	In-person discussions w/ JM and BH re: Memorandum of Understanding ("MOU")	U.S. Dairy	AF	31.4	26.7
10/20/21	1.0	L160	Draft MOU	U.S. Dairy	AF	32.4	27.7
10/21/21	0.2	L160	Emails w/ OC re: MOU	U.S. Dairy	AF	32.6	27.9
10/21/21	0.1	L160	Phone call w/ Plaintiff Taylor re: result of mediation	U.S. Dairy	AF	32.7	28.0
10/21/21	0.1	L160	Phone call w/ Plaintiff Lomonaco re: result of mediation	U.S. Dairy	AF	32.8	28.1
10/26/21	0.3	L230	Prepare for CMC on 10/27/21	U.S. Dairy	AF	33.1	1.1
10/27/21	0.5	L230	CMC	U.S. Dairy	AF	33.6	1.6
11/04/21	0.8	L210	Draft Joint Stipulation for Leave to File First Amended Class and Representative Action Complaint ("FAC")	U.S. Dairy	AF	34.4	1.5
11/04/21	0.5	L210	Draft FAC	U.S. Dairy	AF	34.9	2.0
11/05/21	6.0	L160	Draft Settlement Agreement and accompanying documents (i.e., Class Notice and Dispute Form)	U.S. Dairy	AF	40.9	34.1
12/03/21	0.3	L160	Emails re: Settlement Agreement w/ OC	U.S. Dairy	AF	41.1	34.3
12/03/21	0.3	L160	In-person discussions w/ JM and BH re: Settlement Agreement	U.S. Dairy	AF	41.4	34.6
12/03/21	0.1	L210	Emails w/ OC re: Joint Stipulation for Leave to File FAC and FAC	U.S. Dairy	AF	41.5	2.1
01/19/22	0.2	L120	Text messages w/ Plaintiff Taylor re: case update	U.S. Dairy	AF	41.7	2.5
02/14/22	0.3	L210	Draft updated Joint Stipulation for Leave to File FAC	U.S. Dairy	AF	41.9	2.4
02/14/22	0.1	L210	Emails re: Joint Stipulation for Leave to File FAC and FAC w/ OC	U.S. Dairy	AF	42.0	2.5
02/15/22	0.3	L210	Draft CMS	U.S. Dairy	AF	42.3	2.7
02/15/22	0.1	L210	Emails w/ staff re: CMS	U.S. Dairy	AF	42.4	2.8
02/18/22	0.3	L160	Emails re: Settlement Agreement with staff	U.S. Dairy	AF	42.7	34.9
03/01/22	0.3	L230	Prepare for CMC on 3/2/22	U.S. Dairy	AF	43.0	1.9
03/02/22	0.5	L230	CMC	U.S. Dairy	AF	43.5	2.4
04/20/22	0.3	L210	Draft CMS	U.S. Dairy	AF	43.7	3.1
05/04/22	6.0	L260	Draft Motion for Preliminary Approval of Class Action Settlement ("MPA") and related documents	U.S. Dairy	AF	49.7	6.0
05/04/22	0.1	L260	Emails w/ JM re: MPA	U.S. Dairy	AF	49.8	6.1
05/04/22	0.1	L230	Prepare for CMC on 5/5/22	U.S. Dairy	AF	49.9	2.5
05/05/22	0.3	L230	CMC	U.S. Dairy	AF	50.2	2.8
05/09/22	0.5	L160	In-person discussions with JM and BH re: cy pres receipt	U.S. Dairy	AF	50.7	35.4
05/27/22	0.2	L120	Phone call and text messages w/ Plaintiff Taylor re: case update	U.S. Dairy	AF	50.9	2.7
06/08/22	0.3	L210	Draft CMS	U.S. Dairy	AF	51.2	3.3
06/22/22	0.2	L120	Text messages w/ Plaintiff Taylor re: case update	U.S. Dairy	AF	51.4	2.9
08/10/22	0.3	L210	Draft CMS	U.S. Dairy	AF	51.7	3.6
08/19/22	0.5	L260	Review Court's Tentative Ruling re: MPA	U.S. Dairy	AF	52.2	6.6
08/19/22	0.5	L260	In-person discussions with BH re: Court's Tentative Ruling re: MPA	U.S. Dairy	AF	52.7	7.1
08/19/22	0.1	L260	Email to OC re: Court's Tentative Ruling re: MPA	U.S. Dairy	AF	52.8	7.2
08/30/22	0.1	L120	Text messages w/ Plaintiff Lomonaco re: case update	U.S. Dairy	AF	52.9	3.0
08/30/22	0.1	L120	Phone call with Plaintiff Lomonaco re: Court's Tentative Ruling re: MPA and Declaration	U.S. Dairy	AF	53.0	3.1
08/30/22	0.1	L120	Phone call with Plaintiff Taylor re: Court's Tentative Ruling re: MPA and Declaration	U.S. Dairy	AF	53.1	3.2
09/02/22	0.8	L260	Draft Declaration of Plaintiff Taylor re: Enhancement Payment	U.S. Dairy	AF	53.8	8.0
09/02/22	0.8	L260	Draft Declaration of Plaintiff Lomonaco re: Enhancement Payment	U.S. Dairy	AF	54.6	8.7
09/07/22	3.0	L260	Draft Supplemental Brief ISO MPA	U.S. Dairy	AF	57.6	11.7
09/08/22	3.0	L260	Draft Supplemental Brief ISO MPA	U.S. Dairy	AF	60.6	14.7
09/09/22	2.0	L260	Draft Supplemental JM Declaration ISO MPA	U.S. Dairy	AF	62.6	16.7
09/09/22	0.5	L160	Amend Settlement Agreement, Class Notice, and Dispute Form	U.S. Dairy	AF	63.1	35.9
09/09/22	0.5	L160	Phone call w/ BH re: amended Settlement Agreement, Class Notice, and Dispute Form	U.S. Dairy	AF	63.6	36.4
09/09/22	0.3	L160	Emails w/ OC re: amended Settlement Agreement, Class Notice, and Dispute Form	U.S. Dairy	AF	63.8	36.6
09/09/22	0.1	L260	Text messages w/ Plaintiff Taylor re: Declaration	U.S. Dairy	AF	63.9	16.8
09/09/22	0.1	L260	Text messages w/ Plaintiff Lomonaco re: Declaration	U.S. Dairy	AF	64.0	16.9
09/12/22	0.5	L260	Draft amended Proposed Order re: MPA	U.S. Dairy	AF	64.5	17.4

09/16/22	0.2	L260	Email to OC re: Court's Tentative Ruling re: MPA	U.S. Dairy	AF	64.7	17.6
09/20/22	0.1	L120	Text messages w/ Plaintiff Taylor re: case update	U.S. Dairy	AF	64.8	3.3
09/21/22	0.2	L120	Text messages w/ Plaintiff Taylor re: case update	U.S. Dairy	AF	65.0	3.5
09/28/22	0.2	L120	Text messages w/ Plaintiff Taylor re: case update	U.S. Dairy	AF	65.2	3.7
09/29/22	0.1	L120	Text messages w/ Plaintiff Taylor re: case update	U.S. Dairy	AF	65.3	3.8
09/29/22	0.1	L120	Phone call w/ Plaintiff Taylor re: case update	U.S. Dairy	AF	65.4	3.9
12/01/22	2.0	L160	Review Class Notice and accompanying document before mailing	U.S. Dairy	AF	67.4	38.6
12/01/22	0.8	L160	Emails w/ Settlement Administrator re: Class Notice and accompanying documents	U.S. Dairy	AF	68.2	39.4
02/22/23	0.5	L260	Draft Declaration of Plaintiff Taylor in Support of Final Approval	U.S. Dairy	AF	68.7	18.1
02/22/23	0.5	L260	Draft Declaration of Plaintiff Lomonaco in Support of Final Approval	U.S. Dairy	AF	69.2	18.6
02/21/23	0.5	L160	Review/edit Settlement Administrator's declaration and emails re: same	U.S. Dairy	AF	69.7	39.9
02/22/23	0.5	L120	Text messages w/ Plaintiff Lomonaco re: Declaration in Support of Final Approval	U.S. Dairy	AF	70.2	4.4
02/22/23	0.3	L120	Text messages w/ Plaintiff Taylor re: Declaration in Support of Final Approval	U.S. Dairy	AF	70.5	4.7

CONFIDENTIAL and WORK PRODUCT - MIN JEE KIM TIMESHEETS

Date:	Hours:	Task Code	Description	Case	Atty	Case total:	Task Code Cumulative Total
12/11/20	0.3	L190	Checked and confirmed the SOL deadline JD calculated. Made sure everything was created correctly by JD in the drive.	Automated Dairy Systems	MJK	0.3	0.3
12/11/20	0.6	L190	We're unable to get paystubs from the client as he no longer has access to them. Researched the company as it doesn't appear on the CA SOS.	Automated Dairy Systems	MJK	0.9	0.9
12/14/20	0.3	L190	Checked, confirmed W&H case, and the members associated with this case. Converted intake to matter. Created case on Clio and made sure the file was created correctly	Automated Dairy Systems	MJK	1.2	1.2
12/14/20	0.5	L190	We're unable to get paystubs from the client as he no longer has access to them. Research the company as it doesn't appear on the CA SOS. Did some more research and informed JD to call the client asking for his W4 from the company, if the client doesn't have that, then send the request letters to the location client worked and the main admin location found on their website.	Automated Dairy Systems	MJK	1.7	1.7
12/15/20	0.2	L190	Received and saw the form 1095-C from client. Informed JD to mail the request letters to the company address on form 1095-C and the main admin location we found on the company website.	Automated Dairy Systems	MJK	1.9	1.9
12/16/20	0.1	L190	Checked the file and saw that the final versions of the request letters were still not saved to the file. Emailed JD to update it.	Automated Dairy Systems	MJK	2.0	2
12/31/20	0.5	L190	Went into the case on litify, went through the information that was filled in through the data dump, and make edits and added details to fields that were missing.	Automated Dairy Systems	MJK	2.5	0.5
02/26/21	0.5	L190	Drafted initiating documents. Finalized and filed Class Action Complaint and initiating documents	Automated Dairy Systems	MJK	3.0	2.5
02/26/21	0.7	L190	Drafted, finalized and submitted PAGA Letter to LWDA. Calendared related deadlines.	Automated Dairy Systems	MJK	3.7	1.2
03/10/21	0.3	L190	Received confirmed copies of the Complaint and initiating documents. Saved and circulated to team. Served the Summons & Complaint	Automated Dairy Systems	MJK	4.0	2.8
04/05/21	0.2	L190	PAGA Letter was returned. Remailed it out to the entity location	Automated Dairy Systems	MJK	4.2	3
04/23/21	0.1	L190	Was served with Def's Answer. Saved and circulated to team and updated OPC information on system	Automated Dairy Systems	MJK	4.3	3.1
06/15/21	0.3	L190	Revised and finalized Pltff's CMS.	Automated Dairy Systems	MJK	4.6	3.4
06/16/21	0.3	L190	Reviewed and revised the Notice of Posting Jury Fees drafted by DA.	Automated Dairy Systems	MJK	4.9	3.7
06/21/21	0.1	L190	Calendared Mediation with Justice Steven M. Vartabedian on calendar	Automated Dairy Systems	MJK	5.0	3.8
06/30/21	0.5	L190	Received confirmation mediation has been scheduled with Steven Vartabedian. Received all mediation related documents. Processed invoice with accounting and calendared all mediation related deadlines	Automated Dairy Systems	MJK	5.5	4.3
07/02/21	0.3	L190	Calendared the newly scheduled CMC and related deadlines. Circulated to team	Automated Dairy Systems	MJK	5.8	4.6
10/15/21	0.8	L190	Assisted in finalizing mediation brief	Automated Dairy Systems	MJK	6.6	5.4
10/15/21	0.1	L190	Received Def's Mediation Brief. Saved and circulated to team	Automated Dairy Systems	MJK	6.7	5.5
10/21/21	0.2	L190	Sent the Memorandum of Understanding (MOU) to the client to sign. Received fully executed MOU. Processed and circulated to team	Automated Dairy Systems	MJK	6.9	5.7
10/22/21	0.1	L190	Sent the Mediation Agreement Re: Confidentiality and Conflict of Interest to the client to sign. Emailed the signed agreement to the mediator	Automated Dairy Systems	MJK	7.0	5.8
10/28/21	0.3	L190	Received RECAP email from AF. Calendared all deadlines and future hearings scheduled during the CMC	Automated Dairy Systems	MJK	7.3	6.1
02/15/22	0.8	L190	Worked with RP to finalize and file the Joint Stipulation for Leave to File First Amended Class and Representative Action Complaint	Automated Dairy Systems	MJK	8.1	6.9
02/15/22	0.2	L190	Worked with RP to finalize and file Pltff's CMS	Automated Dairy Systems	MJK	8.3	7.1
02/18/22	0.5	L190	Worked with RP to finalize and file First Amended Class and Representative Action Complaint	Automated Dairy Systems	MJK	8.8	7.6
02/18/22	0.1	L190	Sent the Joint Stipulation re: Class Settlement to the clients to sign.	Automated Dairy Systems	MJK	8.9	7.7
03/01/22	0.3	L190	Reviewed and revised the Notice of Order Granting Joint Stipulation for Leave to File First Amended Class Action Representative Action drafted by RP.	Automated Dairy Systems	MJK	9.2	1.5
03/08/22	0.3	L190	Received RECAP email from AF. Calendared all deadlines and future hearings scheduled during the CMC	Automated Dairy Systems	MJK	9.5	8
05/04/22	0.5	L190	Requested and reviewed the total cost breakdown of the case from accounting. Emailed to team.	Automated Dairy Systems	MJK	10.0	8.5
05/05/22	0.3	L190	Received RECAP email from AF. Calendared all deadlines and future hearings scheduled during the CMC	Automated Dairy Systems	MJK	10.3	8.8
06/23/22	0.5	L190	Reached out the the calendaring clerk and reserved MPA hearing date with the department. Calendared all relevant deadlines to the MPA hearing and emailed confirmation to team	Automated Dairy Systems	MJK	10.8	9.3
06/24/22	0.3	L190	Received RECAP email from BH. Calendared all deadlines and future hearings scheduled during the CMC	Automated Dairy Systems	MJK	11.1	9.6
07/29/22	0.9	L190	Worked with AN to finalize and file Pltff's Motion for Preliminary Approval and submitted to LWDA	Automated Dairy Systems	MJK	12.0	2.4
08/19/22	0.3	L190	Read through the tentative ruling posted for Pltff's Motion for Preliminary Approval. Updated and calendared relevant deadlines	Automated Dairy Systems	MJK	12.3	2.7
08/29/22	0.3	L190	Worked with our attorney services to retrieve the minute order issued by the court re Pltff's Motion for Preliminary Approval. Updated our calendar entries and made sure nothing was missing	Automated Dairy Systems	MJK	12.6	3
09/12/22	0.8	L190	Vetted through the total costs of the case and reorganized in our excel spreadsheet	Automated Dairy Systems	MJK	13.4	10.4
09/12/22	0.9	L190	Worked with AN to finalize and file Pltffs' Supplemental Memorandum of Points and Authorities ISO Motion for Preliminary Approval and submitted to LWDA	Automated Dairy Systems	MJK	14.3	3.9
09/22/22	0.5	L190	Sent a runner down to the court to retrieve the Minute Order re MPA and calendared all relevant deadlines based off the minute order that was issued	Automated Dairy Systems	MJK	14.8	10.9
11/21/22	0.5	L190	Sent a runner down to the court to retrieve the Minute Order issued 8/22/22 and calendared all relevant deadlines based off the minute order that was issued	Automated Dairy Systems	MJK	15.3	11.4

CONFIDENTIAL and WORK PRODUCT - ASHLEY NARINYANS TIMESHEETS

Date:	Hours:	Task Code	Description	Case	Atty	Case total:	Task Code Cumulative Total
04/20/22	0.3	L210	Finalized, served, and filed Case Management Statement. Circulated conformed copies.	Automated Dairy Systems	AN	0.3	0.3
06/08/22	0.3	L210	Finalized, served, and filed Case Management Statement. Circulated conformed copies.	Automated Dairy Systems	AN	0.6	0.6
07/29/22	0.9	L210	Finalized, served, and filed Motion for Preliminary Approval. Circulated conformed copies.	Automated Dairy Systems	AN	1.5	1.5
08/10/22	0.3	L210	Finalized, served, and filed Case Management Statement. Circulated conformed copies.	Automated Dairy Systems	AN	1.8	1.8
02/09/22	0.1	L210	Send and contacted client for execution of Declarations for Supplemental Memorandum in Support of Motion for Preliminary Approval	Automated Dairy Systems	AN	1.9	1.9
09/12/22	1	L210	Finalized, served, and filed Supplemental Memorandum in Support of Motion for Preliminary Approval	Automated Dairy Systems	AN	2.9	2.9

Exhibit 4

Uniform Task-Based Management System

Litigation Code Set

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Counseling Code Set, Project Code Set, Bankruptcy Code Set

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Litigation Code Set

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Overview

The Uniform Task-Based Management System is a budgeting and billing system designed to provide clients and law firms with meaningful cost information on legal services. The first major area of legal work addressed by the System is litigation. This document presents the Litigation Code Set and definitions developed by a tripartite effort of the American Bar Association Section of Litigation, the American Corporate Counsel Association, and a group of major corporate clients and law firms coordinated and supported by Price Waterhouse LLP. The System enables lawyers to budget and bill by litigation task, aiding client and counsel in understanding, managing and conducting litigations. It is intended to cover all contested matters, including judicial litigation, binding arbitration and regulatory/administrative proceedings.

The goals of the Litigation Code Set are to:

1. Enable client and counsel to plan and maintain an efficient and effective litigation.
2. Facilitate effective communication of the tasks and costs of litigation and any variations from the expected or the norm.
3. Provide each client and law firm with a means to individually understand and compare the cost of litigation, for greater efficiency and as a foundation for use of alternative billing arrangements.
4. Harmonize the various task-based efforts to ease widespread adoption of a simple, concise and flexible task-based management approach.

The Litigation Code Set is grouped into five basic phases or aspects of a litigation, plus expenses:

- Case Assessment, Development and Administration
- Pre-Trial Pleadings and Motions
- Discovery
- Trial Preparation and Trial
- Appeal

Each phase consists of a number of tasks, such as Written Discovery, Document Production and Depositions. In total, 29 tasks comprise the Litigation Code Set.

All work associated with a task should be included in that category. For example, Depositions (L330) encompasses all time spent on depositions including deposition notices and subpoenas, deposition scheduling and logistics, planning for and preparing to take the depositions and any deposition summaries. The intent is to provide a true picture of the labor cost of each task. (Out-of pocket expenses, such as witness fees and transcripts, are treated under Expenses.)

For each billing period, the time charges by attorney or other professional are recorded by task. The System also allows for accumulation of the time charges, providing a comparison at a glance of the cost of each phase and each task for the month, for a specified budget period, and cumulatively for the litigation. Expenses can also be reported on a period and cumulative basis on request.

For those desiring, a budget can be prepared for each phase, and within that, each task for the whole case and/or by quarter (or other time period). The monthly bills would then compare that month's bill and the cumulative total with the budget.

The System also provides a long form for those wishing to capture the task-based work by specific activity. The activity identifies how the work is being performed (e.g., communicating in firm, researching, drafting, and reviewing). For this purpose, any or all of eleven activities can be used with any or all of the tasks of the System.

The intention of the Litigation Code Set is to minimize multiple interpretation and options for coding time. It is recognized that not all litigation work will fit neatly in a particular category. Work can overlap tasks, categories may be imprecise, or time may be expended on the truly unusual. Users should categorize the work to its primary purpose. Definitions are provided for guidance. Where uncertainty envelops substantial or repeating work, it is best for client and counsel to agree in advance on the category to be used.

It is important to understand the considerations that went into the development of consensus around a single standard. Therefore, following the definitions is a discussion of the background of this initiative, and the guiding principles and assumptions that informed the development of the Litigation Code Set.

Litigation Code Set

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Litigation Code Set

L100 Case Assessment, Development and Administration

- L110 Fact Investigation/Development
- L120 Analysis/Strategy
- L130 Experts/Consultants
- L140 Document/File Management
- L150 Budgeting
- L160 Settlement/Non-Binding ADR
- L190 Other Case Assessment, Development and Administration

L200 Pre-Trial Pleadings and Motions

- L210 Pleadings
- L220 Preliminary Injunctions/Provisional Remedies
- L230 Court Mandated Conferences
- L240 Dispositive Motions
- L250 Other Written Motions and Submissions
- L260 Class Action Certification and Notice

L300 Discovery

- L310 Written Discovery
- L320 Document Production
- L330 Depositions
- L340 Expert Discovery
- L350 Discovery Motions
- L390 Other Discovery

L400 Trial Preparation and Trial

- L410 Fact Witnesses
- L420 Expert Witnesses
- L430 Written Motions and Submissions
- L440 Other Trial Preparation and Support
- L450 Trial and Hearing Attendance
- L460 Post-Trial Motions and Submissions
- L470 Enforcement

L500 Appeal

- L510 Appellate Motions and Submissions
- L520 Appellate Briefs
- L530 Oral Argument

A100 Activities

- A101 Plan and prepare for
- A102 Research
- A103 Draft/revise
- A104 Review/analyze
- A105 Communicate (in firm)
- A106 Communicate (with client)

- A107 Communicate (other outside counsel)
- A108 Communicate (other external)
- A109 Appear for/attend
- A110 Manage data/files
- A111 Other

E100 Expenses

- E101 Copying
- E102 Outside printing
- E103 Word processing
- E104 Facsimile
- E105 Telephone
- E106 Online research
- E107 Delivery services/messengers
- E108 Postage
- E109 Local travel
- E110 Out-of-town travel
- E111 Meals
- E112 Court fees
- E113 Subpoena fees
- E114 Witness fees
- E115 Deposition transcripts
- E116 Trial transcripts
- E117 Trial exhibits
- E118 Litigation support vendors
- E119 Experts
- E120 Private investigators
- E121 Arbitrators/mediators
- E122 Local counsel
- E123 Other professionals
- E124 Other

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Sample Budget Format

Case: _____
Month From Inception: _____
Budget Period: _____
Month into Budget Period: _____

For Budget

Period From Inception

Current Billings Bills to Budget Date Bills to Budget Date

L100 Case Assessment, Development and Administration

- L110 Fact Investigation/Development
- L120 Analysis/Strategy
- L130 Experts/Consultants
- L140 Document/File Management
- L150 Budgeting
- L160 Settlement/Non-Binding ADR
- L190 Other Case Assessment, Development and Administration

L200 Pre-Trial Pleadings and Motions

- L210 Pleadings
- L220 Preliminary Injunctions/Provisional Remedies
- L230 Court Mandated Conferences
- L240 Dispositive Motions
- L250 Other Written Motions and Submissions
- L260 Class Action Certification and Notice

L300 Discovery

- L310 Written Discovery
- L320 Document Production
- L330 Depositions
- L340 Expert Discovery
- L350 Discovery Motions
- L390 Other Discovery

L400 Trial Preparation and Trial

- L410 Fact Witnesses
- L420 Expert Witnesses
- L430 Written Motions and Submissions
- L440 Other Trial Preparation and Support
- L450 Trial and Hearing Attendance
- L460 Post-Trial Motions and Submissions
- L470 Enforcement

L500 **Appeal**

- L510 Appellate Motions and Submissions
- L520 Appellate Briefs
- L530 Oral Argument

E100 **Expenses (Itemize)**

TOTAL

Litigation Code Set

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Litigation Code Definitions

The Litigation Code Set is intended for use in all adversarial matters including litigation, binding arbitrations, and regulatory/administrative proceedings. The following definitions elaborate on the intended scope of each phase and task and should guide attorneys in coding time.

L100 Case Assessment, Development and Administration. Focuses on the case as a whole, the "forest" rather than the "trees".

L110 Fact Investigation/Development. All actions to investigate and understand the facts of a matter. Covers interviews of client personnel and potential witnesses, review of documents to learn the facts of the case (but not for document production, L320), work with an investigator, and all related communications and correspondence.

L120 Analysis/Strategy. The thinking, strategizing, and planning for a case, including discussions, writing, and meetings on case strategy. Also includes initial legal research for case assessment purposes and legal research for developing a basic case strategy. Most legal research will be under the primary task for which the research is conducted, such as research for a summary judgment motion (L240). Once concrete trial preparation begins, use L440 for trial strategy and planning.

L130 Experts/Consultants. Identifying and interviewing experts and consultants (testifying or non-testifying), working with them, and developing expert reports. Does not include preparing for expert depositions (L340) or trial (L420).

L140 Document/File Management. A narrowly defined task that comprises only the processes of creating and populating document and other databases or filing systems. Includes the planning, design, and overall management of this process. Work of outside vendors in building litigation support databases should be an Expense.

L150 Budgeting. Covers developing, negotiating, and revising the budget for a matter.

L160 Settlement/Non-Binding ADR. All activities directed specifically to settlement. Encompasses planning for and participating in settlement discussions, conferences, and hearings and implementing a settlement. Covers pursuing and participating in mediation and other non-binding Alternative Dispute Resolution (ADR) procedures. Also includes pre-litigation demand letters and ensuing discussions.

L190 Other Case Assessment, Development and Administration. Time not attributable to any other overall task. Specific use in a given matter often may be pre-determined jointly by the client and law firm.

L200 Pre-Trial Pleadings and Motions. Covers all pleadings and all pretrial motions and procedures other than discovery.

L210 Pleadings. Developing (researching, drafting, editing, filing) and reviewing complaints,

answers, counter-claims and third party complaints. Also embraces motions directed at pleadings such as motions to dismiss, motions to strike, and jurisdictional motions.

L220 Preliminary Injunctions/Provisional Remedies. Developing and discussing strategy for these remedies, preparing motions, affidavits and briefs, reviewing opponent's papers, preparing for and attending court hearing, preparing witnesses for the hearing, and effectuating the remedy.

L230 Court Mandated Conferences. Preparing for and attending hearings and conferences required by court order or procedural rules (including Rule 16 sessions) other than settlement conferences (L160).

L240 Dispositive Motions. Developing and discussing strategy for or opposing motions for judgment on the pleadings and motions for complete or partial summary judgment, preparing papers, reviewing opponent's papers, defensive motions (e.g., motion to strike affidavit testimony, Rule 56(f) motion), and preparing for and attending the hearing.

L250 Other Written Motions/Submissions. Developing, responding to, and arguing all motions other than dispositive (L240), pleadings (L210), and discovery (L350), such as motions to consolidate, to bifurcate, to remand, to stay, to compel arbitration, for MDL treatment and for change of venue.

L260 Class Action Certification and Notice. Proceedings unique to class action litigation and derivative suits such as class certification and notice.

L300 Discovery. Includes all work pertaining to discovery according to court or agency rules.

L310 Written Discovery. Developing, responding to, objecting to, and negotiating interrogatories and requests to admit. Includes mandatory meet-and-confer sessions. Also covers mandatory written disclosures as under Rule 26(a).

L320 Document Production. Developing, responding to, objecting to, and negotiating document requests, including the mandatory meet-and-confer sessions to resolve objections. Includes identifying documents for production, reviewing documents for privilege, effecting production, and preparing requested privilege lists. (While a general review of documents produced by other parties falls under this task, coding and entering produced documents into a data base is Task L140 and reviewing documents primarily to understand the facts is Task L110.)

L330 Depositions. All work concerning depositions, including determining the deponents and the timing and sequence of depositions, preparing deposition notices and subpoenas, communicating with opposing or other party's counsel on scheduling and logistics, planning for and preparing to take the depositions, discussing deposition strategy, preparing witnesses, reviewing documents for deposition preparation, attending depositions, and drafting any deposition summaries.

L340 Expert Discovery. Same as L330, but for expert witnesses.

L350 Discovery Motions. Developing, responding to, and arguing all motions that arise out of the discovery process. Includes the protective order process.

L390 Other Discovery. Less frequently used forms of discovery, such as medical examinations and on-site inspections.

L400 Trial Preparation and Trial. Commences when lawyer and client determine that trial is sufficiently likely and imminent so that the process of actually preparing for trial begins. It continues through the trial and post-trial proceedings in the trial court. Once trial begins, lawyers who appear in court presumptively should bill their court time to L450 Trial and Hearing Attendance. Litigation work outside the courtroom during this phase (e.g., evenings, weekends and the time of other attorneys and support personnel), should continue to be classified using other L400 Tasks.

L410 Fact Witnesses. Preparing for examination and cross-examination of non-expert witnesses.

L420 Expert Witnesses. Preparing for examination and cross-examination of expert witnesses.

L430 Written Motions/Submissions. Developing, responding to and arguing written motions during preparation for trial and trial, such as motions in limine and motions to strike proposed evidence. Also includes developing other written pre-trial and trial filings, such as jury instructions, witness lists, proposed findings of fact and conclusions of law, and trial briefs.

L440 Other Trial Preparation and Support. All other time spent in preparing for and supporting a trial, including developing overall trial strategy, preparing opening and closing arguments, establishing an off-site support office, identifying documents for use at trial, preparing demonstrative materials, etc.

L450 Trial and Hearing Attendance. Appearing at trial, at hearings and at court-mandated conferences, including the pre-trial conferences to prepare for trial. For scheduling conferences that are denominated as "Pre-Trial Conferences", but not directed toward conduct of the trial, use Task L230.

L460 Post-Trial Motions and Submissions. Developing, responding to and arguing all post-verdict matters in the trial court, such as motions for new trial or j.n.o.v., for stay pending appeal, bills of costs, and requests for attorney's fees.

L470 Enforcement. All work performed in enforcing and collecting judgments and asserting or addressing defenses thereto.

L500 Appeal. Covers all work on appeal or before a reviewing body.

L510 Appellate Motions and Submissions. Developing, responding to and arguing motions and other filings before a reviewing body, such as motions and other filings for stay pending appeal.

L520 Appellate Briefs. Preparing and reviewing appellate briefs.

L530 Oral Argument. Preparing for and arguing an appeal before a reviewing body.

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Background, Definitions, Principles, and Assumptions

A. Background: The Need

Until the past decade, law firm billing was relatively straightforward. Firms billed their clients in greater or lesser detail, typically providing in-depth narrative descriptions of the tasks and processes underlying their hourly charges. In issuing bills and providing the underlying detail, each firm followed its own approach. In recent years, however, clients have become more focussed in requesting additional billing information of their outside law firms, or asking that billing data be presented in specific formats. In some instances companies have wanted to analyze their costs along various dimensions to provide benchmarks for the more systematic evaluation of legal costs. In others, there has been a desire to develop a database of costs on discrete legal activities. Most of these efforts have been part of an overriding effort to manage corporate legal expenses more effectively by considering inside/outside mix, comparative performance by attorneys and firms of discrete activities, and other aspects of cost.

As a consequence of these trends, many law firms' administrative organizations are faced with the challenge of complying with a broad range of specialized billing requirements - each unique to one client. This situation already poses a substantial burden to a number of firms. As law departments expand their use of "task-based billing" and broaden their efforts to manage outside legal costs more effectively, firms face the prospect of overwhelming complexity as they strive to comply with the various requests of dozens of clients. Ultimately, law departments will be burdened by different law firm coding structures and billing systems.

Aside from "need" narrowly defined, there are significant benefits to both law firms and law departments in terms of administrative simplicity and cost reduction to be gained from standardization. In addition, the development of standard billing categories will permit introduction of billing based on Electronic Data Interchange (EDI). This technology is already widely employed in other areas of commercial activity. By linking the suppliers and consumers of legal services, EDI offers the prospect of "paperless billing" and a new level of administrative and cost efficiency.

The need, therefore, is for a uniform set of billing and task categories - detailed describers of legal work that would be acceptable to both law departments and firms, and that could prevail across American industry, financial services, and commerce. Analogous to the role of standards in other industries and functions, standard billing categories would make it possible for law firms to standardize their billing systems and for corporate law departments to work with their law firms in a far more efficient manner than prevails today.

B. Definitions

Following is a glossary of terms that will be helpful in understanding the Litigation Code Set.

1. **Coding set/coding scheme.** A list of alphanumeric codes and corresponding terms and definitions that describe the universe of legal work in a given area.
2. **Field.** A specific, defined category of information that is entered into an information management system or database.
3. **Area of law.** A label describing a discrete area of legal practice or specialization. Examples include real estate, intellectual property, and environmental. The group envisions that each department and firm would define these as appropriate.

4. **Matter type.** This designation describes or categorizes a specific legal services project for purposes of analysis and reporting. In most cases, matter types are more detailed than areas of law though for some specialized areas of law there may not be a more detailed listing of matter types. For example, a litigation case might be categorized as an antitrust, environmental, international trade, etc. matter.
5. **Phase.** This is the highest level category in the coding hierarchy. For litigation, examples are Pre-Trial Pleadings and Motions, and Discovery. Phases represent collections of tasks and activities that occur largely in a sequence during the course of a case or matter. Typically, timekeepers will enter time at the task level, but phase-level time entry will also be permitted. This might be useful in smaller cases in which task-level detail is not needed.
6. **Task.** This represents more detail under the phase level in the coding hierarchy. All tasks roll up to a phase. Tasks are intended to capture tangible work product produced or business results achieved. Tasks (or phases) are one of two fields to be recorded by timekeepers.
7. **Activity.** This is a code intended to describe how work is accomplished (e.g., communicating, drafting). Activities represent the second field to be recorded (optionally) by timekeepers.

C. Principles

The following list of guiding principles has informed the development of the Litigation Code Set. These principles emerged throughout a number of meetings held during 1994 and early 1995 and discussions of the various options under consideration.

1. **Support of business objectives and processes.** A primary, recurring consideration has been to focus on the purposes and uses of standardized coding. A number of business objectives and administrative processes that should be supported by the coding scheme were identified. These include planning and budgeting, time entry, status monitoring and reporting, bill preparation, electronic transmission of bills and payments, bill review and analysis, development of alternative financial arrangements, and practice and profitability analysis. Consistently, the group returned to the question: How are we going to use the data to be tracked?
2. **Simplicity.** The Litigation Code Set must be simple and straightforward to ensure widespread use. This includes limiting the total number of codes to a manageable level. The team consistently returned to this fundamental principle as it explored a wide range of alternatives, which frequently suggested more detailed coding schemes than we developed.
3. **Ease of use.** In practice, the Litigation Code Set should be easy for attorneys and other staff to use. The codes should be intuitive and capture an attorney's logical work processes.
4. **Suitability for all size offices.** Currently-available technology will be an important asset in the efficient implementation of the coding scheme. Still, the group has assumed that not all law offices will have advanced technology solutions at their disposal to facilitate the capture and analysis of time. For the coding scheme to be used widely, law offices and attorneys must be able to use the codes in a manual fashion.
5. **Avoidance of multiple interpretation..** A primary concern with some existing code sets is the multitude of ways in which a single time entry can be coded, depending on individual interpretation. The codes should minimize opportunity for multiple interpretation.
6. **Flexibility to track both tasks and activities.** Some team members value the ability to analyze work according to categories of activity (e.g., communication, drafting) in addition to task (e.g., deposition). Others emphasize the importance of tracking and analyzing the level of effort expended to complete tangible work product, segments of a case, or defined business objectives. For this group, simply

using task codes is sufficient. As an option for those seeking activity detail, the System permits firms and departments to code activities separately from tasks.

D. Assumptions

Following is a list of assumptions that guided the development of the Litigation Code Set. These assumptions were drawn from discussions during initiative meetings.

1. **The fundamental coding structure has two fields: tasks (embedded within phases) and activities.** Whereas task codes track time associated with tangible work product accomplished (e.g., motion, deposition), activity codes describe how the work was performed (e.g., communicating, drafting). Not every law office will wish to use activity codes, but the coding scheme is flexible to accommodate those who value activity analysis. The team discussed the desirability of coding at a lower level below task. In the interest of simplicity, though, this additional detail may be captured using narrative rather than adding more levels. This experience was borne out by those team members with direct experience coding time.
2. **Narrative time entries will be retained.** The Litigation Code Set does not envision the elimination of narrative descriptions of time entries. However, the need for this level of detail may be reduced in smaller, less complex cases with successful adoption and implementation of the coding scheme.
3. **For purposes of tracking and analysis, a matter type code distinguishes among various types of matters.** A matter type designation can be used to distinguish among various types of litigation and to identify alternative dispute resolution matters.
4. **The Litigation Code Set focuses on meeting the requirements of most matters.** The Litigation Code Set has been designed to be suitable for use with most matters. However, there may exist cases of such size, complexity, or other unique characteristics that the codes are not sufficiently detailed. The objective was to develop a code set for the vast majority of cases and to provide a framework in which more detailed codes can be developed for extraordinary cases.

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May 1995

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American Bar Association Chicago, IL 60611
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Exhibit 5

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

2/13/2023
Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
COS					
EXPERT FEES					
	12/3/2021	5103	Expert Fees	2,150.00	2,150.00
	6/29/2022	12232563	Expert Fees	69.35	69.35
Total EXPERT FEES				2,219.35	2,219.35
Legal Expenses					
	2/27/2021		PAGA Fee	75.00	75.00
	6/21/2021		Court Call	94.00	94.00
	8/2/2021		PAGA Fee	75.00	75.00
	10/21/2021		Court Call	94.00	94.00
	11/4/2021	845290822	Legal Research	26.23	26.23
	2/25/2022		Court Call	94.00	94.00
	4/27/2022		Court Call	94.00	94.00
	6/13/2022		Court Call	94.00	94.00
	6/24/2022	7072D9F3-0004	Legal Research	123.58	123.58
	8/18/2022		Court Call	94.00	94.00
	8/18/2022		Court Call	94.00	94.00
	8/29/2022		Legal Research	83.33	83.33
	9/29/2022		Legal Research	83.33	83.33
	10/4/2022	847129568		204.52	204.52
	10/29/2022		Legal Research	83.33	83.33
Total Legal Expenses				1,412.32	1,412.32
Process Service Fees					
	3/9/2021	34741	Attorney Services	1,708.50	1,708.50
	3/12/2021	35108	Attorney Services	180.00	180.00
	3/15/2021	35072	Attorney Services	131.00	131.00
	3/24/2021	35124	Attorney Services	85.00	85.00
	7/6/2021	37722	Attorney Services	290.00	290.00
	10/20/2021	41034	Attorney Services	125.00	125.00
	2/28/2022	44893	Attorney Services	158.95	158.95
	2/28/2022	45039	Attorney Services	134.00	134.00
	3/11/2022	45360	Attorney Services	137.00	137.00
	4/21/2022	46891	Attorney Services	85.00	85.00
	8/3/2022	49517	Attorney Services	253.00	253.00
	8/15/2022	49809	Attorney Services	85.00	85.00
	8/29/2022	50446	Attorney Services	135.00	135.00
	8/30/2022	50463	Attorney Services	135.00	135.00
	9/14/2022		Attorney Services	16.94	16.94
	9/27/2022	51126	Attorney Services	135.00	135.00
	10/4/2022	51223	Attorney Services	135.00	135.00
	11/21/2022	52891	Attorney Services	135.00	135.00
Total Process Service Fees				4,064.39	4,064.39
Other Costs					
	7/1/2020		Printing Costs	12.12	12.12
	12/9/2020		Case Administration Fee for In-House Services	500.00	500.00
	7/12/2021		Mediation Fee	2,000.00	2,000.00
	10/1/2021		Investigation Services	4,742.54	4,742.54
Total Other Costs				7,254.66	7,254.66
TOTAL				14,950.72	14,950.72

Taylor, et al. v. U.S. Dairy Systems, Inc. dba Automated Dairy Systems, et al.
VCU286113

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

On February 24, 2023, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Brandon R. McKelvey (SBN 217002)
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Attorneys for Defendant U.S. Dairy Systems, Inc. dba Automated Dairy Systems

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **February 24, 2023**, at Los Angeles, California.

Ashley Narinyans
Type or Print Name

Signature