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Attorneys for Defendant
DAIRY FARMERS OF AMERICA, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

MATTHEW ANGELETTE, individually and on
behalf of other individuals similarly situated,

Plaintiff,

vs.

DAIRY FARMERS OF AMERICA, INC., a
Kansas corporation; and DOES 1 through 10,
inclusive,

Defendant.

Case No. 56-2021-00554611-CU-OE-VTA

Assigned to The Hon. Matthew P. Guasco,
Dept. 20

JOINT STIPULATION OF SETTLEMENT

Action Filed: May 25, 2021
Trial Date: None Assigned

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Matthew Angelette (“Named
7 Plaintiff”) and the Class Members (as defined in Article I below), on the one hand, and Defendant
8 Dairy Farmers of America, Inc. (“Defendant”), on the other hand. Named Plaintiff and Defendant
9 are collectively referred to herein as the “Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Six-Hundred Ninety-Nine
12 Thousand Dollars (\$699,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”)
13 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,
14 including but not limited to a release of all claims by Named Plaintiff and the Class Members as set
15 forth herein.

16 ARTICLE I

17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings set forth below:

20 a. “Action” means the actions described as follows: *Matthew Angelette v. Dairy*
21 *Farmers of America, Inc.*, Ventura County Superior Court Case No. 56-2021-00554611-CU-OE-
22 VT, commenced on May 25, 2021 in the Superior Court of the State of California for the County of
23 Ventura.

24 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
25 Exhibit(s).

26 c. “Class” means all current and former non-exempt employees who are or were
27 employed by Defendant in California at any time during the Class Period.

28 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

Marcus J. Bradley
Kiley L. Grombacher
Lirit A. King
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
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Raul Perez
Mark. A Ozzello
Joseph Hakakian
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
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e. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means May 25, 2017 through the earlier of either December 31, 2022 or the date of the court’s preliminary approval of this class action settlement.

h. “Court” means the California Superior Court for the County of Ventura, where the Action is currently pending.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendant” means Defendant Dairy Farmers of America, Inc.

k. “Defense Counsel” means counsel for Defendant:

Alexander M. Chemers
Catherine L. Brackett
OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.
400 South Hope Street, Suite 1200
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l. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” means Six-Hundred Ninety-Nine Thousand Dollars (\$699,000.00) to be paid by Defendant as provided by this Agreement to settle this Action. All claims of the Class and all administration costs, attorney’s fees and costs, and Incentive Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

o. “Incentive Award” means a monetary amount of up to \$10,000.00 for the Named Plaintiff, subject to Court approval, in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims.

p. “Individual Settlement Payment(s)” means each Participating Class Member’s respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

q. “Individual PAGA Payment(s)” means each Class Member’s respective share of the PAGA Settlement Amount. Individual PAGA Payments will be determined by the calculations provided in this Agreement.

1 r. “LWDA” means The State of California Labor and Workforce Development Agency.

2 s. “LWDA Payment” means 75% of the \$40,000.00 allocated to the settlement of PAGA

3 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
4 this Agreement, as provided for below.

5 t. “Motion for Final Approval” means Named Plaintiff’s submission of a written

6 motion, including any evidence as may be required for the Court to conduct an inquiry into the
7 fairness of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval
8 Hearing, and to enter a Final Order in this Action.

9 u. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion,

10 including any evidence as may be required for the Court to grant preliminary approval of the
11 Settlement as required by Rule 3.769 of the California Rules of Court.

12 v. “Named Plaintiff” means Matthew Angelette.

13 w. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved

14 administration costs, Class Counsels’ attorney’s fees and costs, Incentive Awards, and LWDA
15 Payment, pursuant to Section 3.06(a)-(f) below.

16 x. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the

17 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
18 to Section 3.04(b) below.

19 y. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form

20 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

21 z. “PAGA” means the California Private Attorneys General Act of 2004, which is

22 codified in California Labor Code § 2698 et seq.

23 aa. “PAGA Group Members” means all Class Members employed by Defendant at any

24 time between May 25, 2020 and the earlier of either December 31, 2022 or the date of the court’s
25 preliminary approval of this class action settlement.

26 bb. “PAGA Period” means the time between May 25, 2020 and the earlier of either

27 December 31, 2022 or the date of the court’s preliminary approval of this class action settlement.

cc. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount allocated to the resolution of Class Members' claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is \$40,000.00, subject to Court approval. Of the PAGA Settlement Amount, 75% (i.e., \$30,000.00) will be considered the LWDA Payment, and the remaining 25% (i.e., \$10,000.00) will be distributed to Participating Class Members who worked during the PAGA Period.

dd. "Participating Class Member(s)" is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Payment.

ee. "Preliminary Approval Date" means the date the Court preliminarily approves the Settlement embodied in this Agreement.

ff. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 et seq., that is established by the Settlement Administrator for the benefit of Participating Class Members.

gg. "Qualifying Workweeks" means the number of weeks that Class Members worked for Defendant as non-exempt employees during the Class Period and/or PAGA Period. Defendant may determine the Qualifying Workweeks using each Class Member's dates of employment or, if feasible to do so, determine Qualifying Workweeks by excluding weeks where no hours were worked due to a leave of absence, vacation, or other reason.

hh. "Released Parties" means Defendant and its past, present, and/or future officers, directors, shareholders, employees, agents, operators, principals, owners, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, successors and predecessors in interest, members, divisions, fiduciaries, trustees, partners, shareholders, investors, and attorneys, if any.

ii. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator requests for exclusion or notices of objection. The Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or federal

1 kk. “Settlement Administrator” means ILYM, which the Parties have agreed will be
2 responsible for the administration of the Individual Settlement Payments to be made by Defendant
3 from the Gross Settlement Amount and related matters under this Agreement.

CONTINGENT NATURE OF THE AGREEMENT

7 Because the Parties have stipulated to the certification of the Class with respect to all causes
8 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
9 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
10 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
11 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
12 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
13 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to
14 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date
15 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the
16 Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned
17 to their positions with respect to the Action as if the Agreement had not been entered into. In the
18 event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving

certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Louis Marlin to resolve the dispute.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Named Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action based on the preliminary approval of this Agreement. The date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."

Section 3.02: The Settlement Administrator

The Parties have chosen ILYM to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice

1 Packet; determining the validity of exclusions/opt-outs; calculating the Net Settlement Amount and
2 the Individual Settlement Payments; issuing the Individual Settlement Payment checks and
3 distributing them to Participating Class Members; establishing and maintaining the QSF; and issuing
4 the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to Named
5 Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
6 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

7 All costs of administering the Settlement, including but not limited to all costs and fees
8 associated with preparing, issuing, and mailing any and all notices to Class Members and/or
9 Participating Class Members; all costs and fees associated with computing, processing, reviewing,
10 and mailing the Individual Settlement Payments; all costs and fees associated with preparing any tax
11 returns and any other filings required by any governmental taxing authority or agency; all costs and
12 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
13 course of administering disbursements from the Net Settlement Amount; and any other costs and fees
14 incurred and/or charged by the Settlement Administrator in connection with the execution of its
15 duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement
16 Administrator from the Gross Settlement Amount.

17 **Section 3.03: Notice to Class Members**

18 No later than five (5) business days after the Preliminary Approval Date, Defendant will
19 provide the Settlement Administrator with a "Class List" in electronic format based on its business
20 records, identifying the names of the Class Members, their last known home addresses, Social
21 Security numbers or, as applicable, other taxpayer identification numbers, and their dates of
22 employment or weeks worked during the Class Period.

23 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
24 Administrator will send to Class Members, by first-class mail at their last known address, the Court-
25 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
26 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate
27 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of
28 mailing in which to postmark requests for exclusion. Prior to the initial mailing, the Settlement

1 Administrator will check all Class Member addresses against the National Change of Address
2 database and shall update any addresses before mailing. The Settlement Administrator will skip trace
3 and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet
4 was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15)
5 calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing,
6 whichever is later, in which to postmark requests for exclusion. Class Members shall not be required
7 to submit claim forms in order to receive a proportional share of the Net Settlement Amount.

8 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
9 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
10 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
11 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
12 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
13 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the Parties
14 that reasonable means be used to locate Class Members and that the Settlement Administrator be
15 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
16 Individual Settlement Payments to all Participating Class Members.

17 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
18 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
19 status report provided to the Parties.

20 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
21 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
22 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
23 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
24 Member. If, at the conclusion of the check cashing period, the Class Member's Notice Packet and
25 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
26 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
27 procedures set forth in Section 3.06(f) below within 30 days of the date the check cashing period
28 expires.

1 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
2 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
3 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
4 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
5 exclusion and objections that the Settlement Administrator received.

6 **Section 3.04: Responses to Notice**

7 **a. Class Member Disputes**

8 If any Class Member disagrees with Defendant's records as to his or her Qualifying
9 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
10 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
11 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
12 supporting documentation. The Notice will also provide a method for the Class Member to challenge
13 the employment data on which his or her Individual Settlement Payment is based. The Settlement
14 Administrator shall contact the Parties regarding the dispute, and the Parties will work in good faith
15 to resolve it. The Court shall have the right to review and reverse any decision made by the Settlement
16 Administrator regarding a claim dispute. If the Parties are unable to resolve the dispute, the Court
17 will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period
18 based on the information provided to it, unless otherwise ordered by the Court.

19 **b. Requests for Exclusion from Class**

20 In order for any Class Member to validly exclude himself or herself from the Class and this
21 Settlement (i.e., to validly opt out), a written request for exclusion must be signed by the Class
22 Member or his or her authorized representative and must be sent to the Settlement Administrator,
23 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
24 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
25 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
26 (i.e., opt out). The date of the initial mailing of the Notice Packet, and the date the signed request for
27 exclusion was postmarked, shall be conclusively determined according to the records of the
28 Settlement Administrator. Any Class Member who timely and validly requests exclusion from the

1 Class and this Settlement will not be entitled to any Individual Settlement Payment, will not be bound
2 by the terms and conditions of this Agreement, and will not have any right to object, appeal, or
3 comment thereon.

4 Any Class Member who fails to timely submit a request for exclusion shall automatically be
5 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
6 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
7 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
8 and/or released in this Agreement will be extinguished.

9 Should the number of Class Members who submit valid requests for exclusion exceed 5% of
10 the Settlement Class Members, Defendant shall have the right to elect to void the Settlement. Should
11 Defendant exercise the right to void the Settlement, Defendant shall be responsible for the Settlement
12 Administrator's costs incurred to date.

13 **c. Objections to Settlement**

14 For any Class Member to object to this Agreement or any term therein, the person making
15 the objection must not submit a request for exclusion (i.e., must not opt out), and should send to the
16 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
17 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
18 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
19 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
20 the date the signed objection was postmarked, shall be conclusively determined according to the
21 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
22 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
23 Members may also appear at the final approval hearing to object. The Court retains final authority
24 with respect to the consideration and admissibility of any Class Member objections.

25 **d. Encouragement of Class Members**

26 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
27 indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself
28

1 from this Settlement (i.e., opt out), or to object to it. However, Class Counsel may respond to
2 inquiries from Class Members.

3 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

4 Defendant has represented that, during the period between May 25, 2017 and July 15, 2022,
5 the Class worked 51,018 workweeks for Defendant. Where possible, Defendant may exclude
6 weeks where a class member did not record any time in Defendant's timekeeping system, including
7 vacation and leave weeks. If the number of workweeks of the Class during the above period
8 through the Parties' mediation, which occurred on September 7, 2022, is ultimately determined to
9 increase more than 7% (i.e., to greater than 54,590), the Maximum Settlement Amount will
10 increase in proportion to the increase in the number of workweeks above 54,590.

11 **Section 3.05: Final Fairness and Approval Hearing**

12 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
13 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
14 and determine whether the Court should give it final approval, and (2) consider any objections made
15 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
16 Parties shall ask the Court to grant final approval of this Agreement and shall submit to the Court a
17 Proposed Final Order Approving Settlement of Class Action.

18 Notice of the Final Approval Order and Judgment shall be posted on the Settlement
19 Administrator's website. The URL for the website shall be printed on the checks sent to Participating
20 Class Members.

21 **Section 3.06: Settlement Payment Procedures**

22 **a. Settlement Amount**

23 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
24 Gross Settlement Amount in the amount of Six-Hundred Ninety-Nine Thousand Dollars
25 (\$699,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The
26 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
27 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
28 Amount, and the Incentive Payments.

1 Within ten (10) business days after the Court signs the Final Order, Defendant shall transfer
2 the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth
3 herein, into a QSF established by the Settlement Administrator either directly or by sending the funds
4 to the Settlement Administer to be deposited and distributed. The Settlement Administrator will use
5 these funds to fund payment of the Individual Settlement Payments to Participating Class Members,
6 Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, and the
7 Settlement Administration Costs.

8 Within ten (10) business days after receiving Defendant's final payment, funding the Gross
9 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
10 to Participating Class Members along with Individual PAGA Payments to Class Members, Class
11 Counsel's attorneys' fees and costs, LWDA Payment, the Incentive Awards, and employer and
12 employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this
13 distribution, the Settlement Administrator will perform a search based on the National Change of
14 Address Database to update and correct for any known or identifiable address changes.

15 **b. Payment of Attorneys' Fees and Costs**

16 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
17 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Two-
18 Hundred Thirty-Three Thousand Dollars (\$233,000.00). Class Counsel shall submit an application
19 for an award of costs not to exceed \$15,000.00. Such application for attorneys' fees and costs shall
20 be heard by the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or
21 oppose any such application in these amounts. Class Counsel shall serve Defendant with copies of
22 all documents submitted in support of their application for an award of attorneys' fees and costs.

23 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
24 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
25 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
26 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
27 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
28 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts

1 will be reallocated to the Net Settlement Amount.

2 **c. Payment of Settlement Administration Costs**

3 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
4 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
5 \$10,990.00.

6 **d. Payment of Incentive Award to Named Plaintiffs**

7 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to
8 \$10,000.00, the request for which Defendant will not object to or oppose. The Incentive Award shall
9 be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating
10 Class Member(s) other than Named Plaintiff. To the extent that the Court approves less than the
11 amount of incentive award that Class Counsel request, the difference between the requested and
12 awarded amounts will be reallocated to the Net Settlement Amount.

13 Because it is the intent of the Parties that the Incentive Award represents payment to Named
14 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
15 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,
16 which the Settlement Administrator will provide to the Named Plaintiff and to the pertinent taxing
17 authorities as required by law.

18 **e. Payment to the Labor and Workforce Development Agency**

19 In consideration of claims made under PAGA, Class Counsel will request that the Court
20 approve allocation of \$40,000.00 of the Gross Settlement Amount to these claims. Seventy-five
21 percent (75%) of this PAGA Settlement Amount (i.e., \$30,000.00) will be paid to the California
22 Labor and Workforce Development Agency ("LWDA Payment"), and the remaining twenty-five
23 percent (25%) (i.e., \$10,000.00) will be paid to the Net Settlement Amount for distribution to Class
24 Members. Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid
25 out of the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to the
26 Named Plaintiff's PAGA claim in the Action will not invalidate this Agreement.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks of all Class Members during the Class Period and then allocated on a pro rata basis. Each individual Class Member's Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member. (A similar calculation will be used for determining Qualifying Workweeks during the PAGA Period, and then applying those workweeks to determine each Class Member's Individual PAGA Payment.)

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages and 80% allocated to penalties and interest. Each Individual PAGA Payment will be allocated to 100% penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

No later than ten (10) business days after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of

the Individual Settlement Payments if required. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments. Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated within 30 days of the date the check cashing period expires.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis or comparable databases based on set criteria and, if another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will tender the funds from the undeliverable checks to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated within 30 days of the date the check cashing period expires.

g. No Credit Toward Benefit Plans.

The Individual Settlement Payments made to Participating Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

ARTICLE IV

RELEASES

Section 4.01: Released Claims by Class Members

Upon the date Defendant fully funds the Gross Settlement Amount, Named Plaintiff and Participating Class Members will be bound by a release of all claims, causes of actions, and factual

1 or legal theories that were alleged in the operative Complaint or reasonably could have been alleged
2 based on the facts and legal theories contained in the operative Complaint, including all of the
3 following claims for relief: (a) failure to pay all wages (including, but not limited to, overtime and
4 reporting time pay); (b) meal and rest break violations; (c) failure to reimburse business expenses;
5 (d) failure to provide one day of rest in seven; (e) failure to provide compliant and/or timely wage
6 statements; (f) failure to timely pay all wages owed upon termination of employment; (g) failure to
7 provide paid sick leave; (h) violations of the Unfair Competition Law based on the Labor Code claims
8 released by this Agreement; (i) civil penalties under the Private Attorneys General Act (“PAGA”)
9 based on the Labor Code claims released by this Agreement; (j) unpaid sick leave in violation of
10 California Labor Code section 246; (k) any other claims or penalties under the wage and hour laws
11 or primary rights asserted in the Action; and (l) all damages, penalties, interest, and other amounts
12 recoverable under said causes of action under the law, to the extent permissible, including but not
13 limited to the California Labor Code, the applicable Wage Orders, and the California Unfair
14 Competition Law as to the facts alleged in the Action (collectively, the “Released Claims”). Named
15 Plaintiff agrees to file an amended Complaint in the Action, and to submit an amended PAGA notice
16 to the LWDA, to state a claim for unpaid sick leave in violation of Labor Code section 246, which is
17 expressly included as part of the Released Claims. The Release shall cover the period from May 25,
18 2017 to the earlier of either December 31, 2022 or the Preliminary Approval Date. The res judicata
19 effect of the Judgment will be the same as that of the Release.

20 **Section 4.02: Released Claims by PAGA Group Members**

21 Upon the date Defendant fully funds the Gross Settlement Amount, the State of California
22 and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff’s
23 notice(s) sent to the LWDA and all claims under the California Labor Code Private Attorneys
24 General Act of 2004 that were alleged in the operative Complaint or reasonably could have been
25 alleged based on the facts and legal theories contained in the operative Complaint, which arose during
26 the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.
27
28

1 **Section 4.03: Named Plaintiff's Release of Unknown Claims**

2 Upon the date Defendant fully funds the Gross Settlement Amount, the Named Plaintiff shall
3 release and waive all claims, known and unknown, including all claims that were alleged in the
4 Action or reasonably could have been alleged based on the facts and legal theories contained in the
5 operative Complaint in the Action, except those claims as may be prohibited by law, and except those
6 claims alleged or that reasonably could have been alleged based on the facts and legal theories
7 contained in the Named Plaintiff's operative Complaint in Ventura County Case No. 56-2021-
8 00554611-CU-OE-VT.

9 Section 1542 of the California Civil Code provides as follows:

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

14 The Named Plaintiff's general release, provided herein, is made with an express waiver and
15 relinquishment of any claim, right, or benefit under California Civil Code § 1542.

16 **ARTICLE V**

17 **LIMITATIONS ON USE OF THIS SETTLEMENT**

18 **Section 5.01: No Admission**

19 Defendant disputes the allegations in the Action and disputes that a class should or would
20 have been certified in the Action, except for purposes of this Settlement. This Agreement is entered
21 into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended,
22 nor will be construed as, an admission of liability or wrongdoing by Defendant.

23 **Section 5.02: Non-Evidentiary Use**

24 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
25 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
26 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
27 including but not limited to, evidence of a presumption, concession, indication, or admission by any
28 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or

(b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 5.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action solely for purposes of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

Section 5.03: Confidentiality

a. General.

Plaintiffs and Class Counsel shall agree not to disclose or publicize this Stipulation, its terms or contents, and the negotiations underlying the Stipulation, in any manner or form, directly or indirectly, to any person or entity, except potential Class Members and as shall be contractually required to effectuate the terms of the Stipulation. For avoidance of doubt, this section means Plaintiffs and Class Counsel agree not to issue press releases, communicate with or respond to any

1 media or publication entities, publish information in manner or form, whether printed or electronic,
2 on any medium or otherwise communicate, whether by print, video, recording or another medium,
3 with any person or entity concerning the Stipulation, including the face of the Stipulation, its terms
4 or contents and the negotiations underlying the Stipulation, except as shall be contractually
5 required to effectuate the terms of the Stipulation.

6 **b. Media Comment.**

7 The Parties and their respective counsel agree that the terms of this Stipulation (including,
8 but not limited to, any settlement amounts), the negotiations leading to this Stipulation, and all
9 documents related to the Stipulation, shall not be discussed with, publicized, or promoted to the
10 media, except as necessary in order to enforce its terms. Class Counsel and/or Plaintiffs will not list
11 or refer to the Action in any website, mailing, publicity or similar materials – including, but not
12 limited to, any radio or television stations, newspapers, or magazines. In response to any inquiries,
13 including those from media outlets, concerning the settlement, the Parties and their respective
14 counsel agree that they shall simply respond by stating, “the matter has resolved.”

15 **c. Class Counsel Marketing and Adequacy Declarations.**

16 Class Counsel agrees not to use Defendant’s name in marketing materials. Class Counsel
17 and the Class Representatives will not make any posting on any website, instant message site, blog,
18 or social networking site that uses Defendant’s name, and will not list or refer to the Action in any
19 website, mailings, publicity, or other similar fora or materials. However, for the limited purpose of
20 allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may
21 disclose the name of the Parties in this action and the venue/case number of this action (but not any
22 other settlement details) for such purposes.

23 **ARTICLE VI**

24 **MISCELLANEOUS PROVISIONS**

25 **Section 6.01: Amendments or Modification**

26 The terms and provisions of this Agreement may be amended or modified only by an express
27 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.
28

1 **Section 6.02: Assignment**

2 None of the rights, commitments, or obligations recognized under this Agreement may be
3 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
4 consent of each other Party and their respective counsel. The representations, warranties, covenants,
5 and agreements contained in this Agreement are for the sole benefit of the Parties under this
6 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

7 **Section 6.03: Governing Law**

8 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
9 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
10 of laws.

11 **Section 6.04: Entire Agreement**

12 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
13 contains the entire understanding of the Parties with respect to the subject matter contained herein.
14 In the case of any conflict between text contained in Articles I through VI of this Agreement and text
15 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be
16 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
17 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
18 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
19 supersedes all prior agreements and understandings among the Parties with respect to the settlement
20 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
21 prior agreements or proposals.

22 **Section 6.05: Waiver of Compliance**

23 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
24 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
25 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
26 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
27 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
28 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

1 **Section 6.06: Counterparts and Fax/PDF Signatures**

2 This Agreement, and any amendments hereto, may be executed in any number of counterparts
3 and any Party and/or their respective counsel may execute any such counterpart, each of which when
4 executed and delivered shall be deemed to be an original. All counterparts taken together shall
5 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
6 signature.

7 **Section 6.07: Meet and Confer Regarding Disputes**

8 Should any dispute arise among the Parties or their respective counsel regarding the
9 implementation or interpretation of this Agreement, a representative of Class Counsel and a
10 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
11 to submitting such disputes to the Court.

12 **Section 6.08: Agreement Binding on Successors**

13 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
14 of each of the Parties.

15 **Section 6.09: Cooperation in Drafting**

16 The Parties have cooperated in the negotiation and preparation of this Agreement. This
17 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
18 was the drafter or participated in the drafting of this Agreement.

19 **Section 6.10: Fair and Reasonable Settlement**

20 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
21 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
22 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
23 further believe that the Settlement is consistent with public policy, and fully complies with applicable
24 law.

25 **Section 6.11: Headings**

26 The descriptive heading of any section or paragraph of this Agreement is inserted for
27 convenience of reference only and does not constitute a part of this Agreement and shall not be
28 considered in interpreting this Agreement.

1 **Section 6.12: Notice**

2 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
3 communications under this Agreement must be in writing and addressed as follows:

4 *To Named Plaintiff and the Class:*

5 Marcus J. Bradley
6 Kiley L. Grombacher
7 Lirit A. King
8 **BRADLEY/GROMBACHER, LLP**
9 31365 Oak Crest Drive, Suite 240
10 Westlake Village, CA 91361
11 Telephone: (805) 270-7100
12 Facsimile: (805) 270-7589

13 Raul Perez
14 Mark. A Ozzello
15 Joseph Hakakian
16 **CAPSTONE LAW APC**
17 1875 Century Park East, Suite 1000
18 Los Angeles, CA 90067
19 Telephone: (310) 556-4811
20 Facsimile: (310) 943-0396
21 And

22 *To Defendant:*

23 Alexander M. Chemers
24 Catherine L. Brackett
25 **OGLETREE, DEAKINS, NASH, SMOAK, & STEWART,**
26 **P.C.** 400 South Hope Street, Suite 1200
27 Los Angeles, CA 90071
28 Telephone: (213) 239-9800
 Facsimile: (213) 239-9045

29 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

30 To the extent consistent with class action procedure, this Agreement shall be enforceable by
31 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
32 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
33 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
34 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
35 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest

1 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
2 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
3 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
4 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
5 fees incurred in connection with any enforcement actions.

6 **Section 6.14: Mutual Full Cooperation**

7 The Parties agree fully to cooperate with each other to accomplish the terms of this
8 Agreement, including but not limited to the execution of such documents, and the taking of such
9 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
10 to this Agreement shall use their best efforts to effectuate and implement this Agreement and its
11 terms. In the event the Parties are unable to reach agreement on the form or content of any document
12 needed to implement the Settlement, or on any supplemental provisions that may become necessary
13 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

14 **Section 6.15: Authorization to Act**

15 Class Counsel warrants and represents that they are authorized by the Named Plaintiff, and
16 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
17 required to effectuate the terms of this Agreement, except for signing documents that are required to
18 be signed by the Parties themselves, including but not limited to this Agreement. Defendant
19 represents and warrants that the individual executing this Agreement on its behalf has the full right,
20 power, and authority to enter into this Agreement and to carry out the transactions contemplated
21 herein.

22 **Section 6.16: No Reliance on Representations**

23 The Parties have made such investigation of the facts and the law pertaining to the matters
24 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
25 on any statement, promise, or representation of fact or law, made by any other Party or its agents,
26 employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with
27 regard to the advisability of entering into and executing this Agreement, or with respect to any other
28

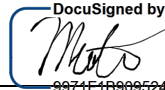
1 matters. No representations, warranties, or inducements, except as expressly set forth herein, have
2 been made to any Party concerning this Agreement.

3 **EXECUTION BY PARTIES AND COUNSEL**

4 The Parties and their counsel hereby execute this Agreement.

5
6
7 Dated: 2/10/2023

MATTHEW ANGELETTE

8 By:  DocuSigned by:
9971F1B90952460...
9 Named Plaintiff

10
11 Dated: 12/13/2022

DAIRY FARMERS OF AMERICA, INC.

12 By: 
13 (Signature)
14 Jacquelyn M. Vavroch
15 (Printed Name)
16 Assistant General Counsel
17 (Title)

18 **APPROVED AS TO FORM ONLY:**

19 Dated: 2/10/2023

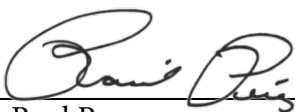
BRADLEY/GROMBACHER, LLP

20
21 
22 By: _____
23 Marcus J. Bradley
24 Kiley L. Grombacher
25 Lirit A. King

26 ATTORNEYS FOR PLAINTIFF MATTHEW
27 ANGELETTE
28

1 Dated: 2/13/2023
2
3

CAPSTONE LAW APC

4 By: 
5 Raul Perez
6 Mark A. Ozzello
7 Joseph Hakakian

8 ATTORNEYS FOR PLAINTIFF MATTHEW
9 ANGELETTE

10 Dated: _____
11

**OGLETREE, DEAKINS, NASH, SMOAK, &
STEWART, P.C.**

12 By: _____
13 Alexander M. Chemers
14 Catherine L. Brackett

15 ATTORNEYS FOR DEFENDANT DAIRY
16 FARMERS OF AMERICA, INC.
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Dated: _____

CAPSTONE LAW APC

By: _____

Mark A. Ozzello
Brandon Brouillette
Joseph Hakakian

ATTORNEYS FOR PLAINTIFF MATTHEW
ANGELETTE

Dated: February 10, 2023

**OGLETREE, DEAKINS, NASH, SMOAK, &
STEWART, P.C.**

By: 

Alexander M. Chemers
Catherine L. Brackett

ATTORNEYS FOR DEFENDANT DAIRY
FARMERS OF AMERICA, INC.

Exhibit A

THIS IS AN IMPORTANT COURT-APPROVED NOTICE. READ CAREFULLY.

Matthew Angelette v. Dairy Farmers of America, Inc.
Ventura County Superior Court
Case No. 56-2021-00554611-CU-OE-VT

If you worked in California as an hourly or “non-exempt” employee for Dairy Farmers of America, Inc. (“DFA”) at any time from May 25, 2017 through December 31, 2022, a class-action settlement may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- You have been identified as a Class Member (as defined below) in a Lawsuit (as defined below) brought by a former DFA employee.
- DFA denies any liability and all allegations of wrongdoing alleged in the Lawsuit. However, the parties have agreed to settle the case, and the Court has preliminarily approved a class action settlement in accordance with the terms of the parties’ settlement agreement (the “Settlement”). The Settlement will affect all hourly paid employees of DFA in California between May 25, 2017 and December 31, 2022 (the “Class Period”).
- If the Court grants final approval of the Settlement, there will be money available to you. You have three options in response to this Settlement, as summarized below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
OPTION 1: PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Settlement Class (as defined below) and will collect a settlement award as detailed below. But you give up certain rights to sue DFA separately about the legal claims raised in this Lawsuit.
OPTION 2: OBJECT TO THE SETTLEMENT – <u>ACTION REQUIRED</u>	Stay in this Lawsuit. Object to the Settlement. May give up certain rights. If you object to the Settlement, you will remain a member of the Class (as defined below), and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members (as defined below) who do not object.
OPTION 3: ASK TO BE EXCLUDED FROM THE SETTLEMENT – <u>ACTION REQUIRED</u>	Get out of this Lawsuit. Get no payments from it. Keep rights. If you ask to be excluded from the Settlement, you won’t receive any Individual Settlement Payment. But you keep rights to sue DFA separately about the legal claims raised or that could have been raised in this Lawsuit.

- Your options are explained in this notice. To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact Class Counsel (as defined below) or the Settlement Administrator (as defined below).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE - 3 -
1. Why did I get this notice? 2. What is the Lawsuit about? 3. What is a class action, and who is involved? 4. Why is this Lawsuit a class action? 5. What are the terms of the proposed Settlement?	
WHO IS IN THE CLASS	PAGE - 5 -
6. Am I part of this Class? 7. I'm still not sure if I am included.	
YOUR RIGHTS AND OPTIONS	PAGE - 5 -
8. What is my approximate Individual Settlement Payment? 9. What rights am I releasing if I participate in the Settlement? 10. How do I object to the Settlement? 11. Why would I ask to be excluded? 12. How do I ask to be excluded from the Class?	
THE LAWYERS REPRESENTING YOU	PAGE - 7 -
13. Do I have a lawyer in this case? 14. How will the lawyers be paid? 15. How will the Plaintiff be paid?	
THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS	PAGE - 7 -
16. Who is handling the settlement administration process? 17. When is the Final Approval Hearing and do I have to attend?	
GETTING MORE INFORMATION.....	PAGE - 8 -
18. Are more details available?	

BASIC INFORMATION

1. Why did I get this notice?

DFA's records show that you currently work, or previously worked, for DFA in California as a non-exempt, hourly paid employee. This notice explains that the Court has given preliminary approval to a Settlement in a conditionally certified class action lawsuit that may affect you. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Matthew Guasco of the Superior Court of the State of California, County of Ventura, is overseeing this lawsuit. The lawsuit is known as *Matthew Angelette v. Dairy Farmers of America, Inc.*, Case No. 56-2021-00554611-CU-OE-VTA (the "Lawsuit").

2. What is this Lawsuit about?

The Lawsuit is about whether DFA: paid all wages owed, including minimum wage, overtime, sick pay, and reporting time pay; provided proper meal periods; authorized rest periods; paid all wages owed upon termination of employment; provided proper wage statements; reimbursed business expenses; provided one day of rest in seven; provided paid sick leave; violated California's Unfair Competition Law; or violated the Private Attorneys General Act of 2004, all as required by California laws applicable to hourly, non-exempt employees.

DFA denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and further denies that any of the claims are appropriate for class treatment. DFA contends, among other things, that it has complied at all times with applicable law in connection with its compensation of Class Members.

3. What is a class action and who is involved?

In a class action lawsuit such as this, persons called "Class Representatives" sue on behalf of other people who may have similar claims. The people together are a "Class" and individually are "Class Members." The Class Representatives are also called the Plaintiffs. The company that was sued (in this case, DFA) is called the Defendant. In Class litigation, one Court resolves the issues for everyone in the Class in one lawsuit – except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the Settlement with DFA, Plaintiff and DFA agreed to conditionally certify the Class as a class action with respect to all of the claims Plaintiff alleged against DFA, for settlement purposes only, and to ask the Court to approve the Settlement. The Court has not ruled on the merits of these claims, and the decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action. DFA specifically contests that Plaintiff or the Class would ultimately prevail in the case.

5. What are the terms of the proposed Settlement?

The major terms of the Settlement are as follows:

1. DFA has agreed to pay \$699,000.00 to settle the claims made in the Lawsuit within ten (10) business days after the Court signs the Final Order. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiff Matthew Angelette agreed to release all of his claims in the Lawsuit against DFA.
3. Plaintiff seeks the following deductions from the \$699,000.00 Gross Settlement Amount:
 - a. One-third of the Gross Settlement Amount (which is currently equal to \$233,000.00) for Class Counsel’s attorneys’ fees.
 - b. Up to \$15,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An incentive award of \$10,000.00 for Plaintiff Matthew Angelette for having filed this Lawsuit, work performed, and risks undertaken.
 - d. Up to \$10,990.00 to cover the costs of the Settlement Administrator.
 - e. An allocation of \$40,000.00 in civil penalties (“PAGA Settlement Amount”), \$30,000.00 of which will be paid to the California Labor and Workforce Development Agency, for release of Private Attorneys General Act of 2004 (“PAGA”) claims. The remaining \$10,000.00 will be distributed to Class Members who worked for DFA at any time from May 25, 2020 through December 31, 2022 (“PAGA Period”) as part of their Individual PAGA Payment.

If the Court approves each of the requested deductions from the Gross Settlement Amount, the Parties estimate there will be approximately \$390,010.00 remaining. The remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Participating Class Members”) according to the following formula:

The Settlement Administrator will calculate the total Qualifying Workweeks for all Settlement Class Members. Qualifying Workweeks means the number of workweeks during which Class Members worked for DFA during the Class Period (May 25, 2017 through December 31, 2022). The Net Settlement Amount will be divided by the total number of Qualifying Workweeks of all Class Members during the Class Period and then allocated on a pro rata basis. (A similar calculation will be used for determining Qualifying Pay Periods during the PAGA Period, and then applying those pay periods to determine each Settlement Class Member’s Individual PAGA Payment.)

Your estimated Individual Settlement Payment and Individual PAGA Payment is listed in section 8 of this Notice. Payroll deductions will be made to your Individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you as a result of the payment, with 20% allocated to wages, and 80% allocated to penalties and interest. The taxes

ordinarily paid by an employer will be paid separate from and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated to 100% penalties.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Settlement Class” is the group all current and former non-exempt employees who are or were employed by DFA in California at any time from May 25, 2017 through December 31, 2022 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting **ILYM**, the “Settlement Administrator,” at the designated phone number for this matter at _____, or by calling or writing the lawyers representing the Class in this case (“Class Counsel”) at the phone number or address listed in section 18.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, object to the settlement, or ask to be excluded from the Settlement, and you have to decide this by no later than [DATE].

8. What is my approximate Individual Settlement Payment and Individual PAGA Payment?

According to payroll records maintained by DFA, the total number of weeks you worked in California for DFA as an hourly paid employee during the Class Period is _____.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualifying Workweeks, it is estimated your share of the Net Settlement Amount will be \$_____, less applicable taxes and withholdings (“Individual Settlement Payment”).

According to payroll records maintained by DFA, the total number of weeks you worked in California for DFA as an hourly paid employee during the PAGA Period is _____.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualifying Workweeks, it is estimated your share of the PAGA Settlement Amount will be \$_____. (“Individual PAGA Payment”).

You do not need to do anything further to receive your Individual Settlement Payment or Individual PAGA Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you.

If you believe your total weeks worked during the Class Period or PAGA Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct. You may also send any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon DFA’s records and any documents or information you provide. Please be advised that the number of weeks

you worked as an hourly paid employee in California during the Class Period or PAGA Period is presumed to be correct unless you submit documents to support your dispute. Any such dispute must be mailed to the Settlement Administrator no later than [DATE].

9. What rights am I releasing if I participate in the Settlement?

Upon the date DFA fully funds the Gross Settlement Amount, you will be bound by a release of all claims, causes of actions, and factual or legal theories that were alleged in the operative complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including all of the following claims for relief: (a) failure to pay all wages (including, but not limited to, overtime and reporting time pay); (b) meal and rest break violations; (c) failure to reimburse business expenses; (d) failure to provide one day of rest in seven; (e) failure to provide compliant and/or timely wage statements; (f) failure to timely pay all wages owed upon termination of employment; (g) failure to provide paid sick leave; (h) violations of the Unfair Competition Law based on the Labor Code claims released by this Settlement; (i) civil penalties under the Private Attorneys General Act (“PAGA”) based on the Labor Code claims released by this Settlement; (j) unpaid sick leave in violation of California Labor Code section 246; (k) any other claims or penalties under the wage and hour laws or primary rights asserted in the Lawsuit; and (l) all damages, penalties, interest, and other amounts recoverable under said causes of action under the law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair Competition Law as to the facts alleged in the Lawsuit (“Released Claims”). You will release these Released Claims through December 31, 2022.

If you worked for DFA from May 25, 2020 to December 31, 2022, you will release DFA from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA and alleged in the operative complaint regardless of whether you opt out of the Class Settlement.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt out). If you submit both a request for exclusion and an objection, you will be excluded from the Settlement (see paragraphs 11 and 12 below), and your objection will not be considered. No later than [DATE], you should mail a written objection to the Settlement Administrator (at the address in section 18 below) setting forth the grounds of objection, signed and dated by you or your attorney, along with any supporting documents. You can also appear at the final approval hearing yourself or through an attorney. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Class—sometimes called “opting-out” of the Class – you won’t get any money or benefits from the Settlement. However, you may then be able to sue or continue to sue DFA for your own Claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s disposition of this Lawsuit. DFA may in its discretion withdraw from this Settlement if more than 5% of the Class Members opt out of the Settlement. If you exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations. You cannot “opt-out” of the PAGA portion of the Settlement.

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class, you need to submit a written request for exclusion which states the following:

“I wish to exclude myself from the settlement reached in the matter of Matthew Angelette v. Dairy Farmers of America, Inc., Case No. 56-2021-00554611-CU-OE-VTA. I understand that by excluding myself, I will not receive any money from the settlement.”

This request must be signed and mailed to the Settlement Administrator at the address below in section 18, and it must be postmarked on or before [DATE]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE] shall be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

For purposes of this Settlement, the Court decided that Bradley Grombacher, LLP and Capstone Law APC are qualified to represent you and all Class Members. These two law firms are called “Class Counsel” in the context of this case. The law firms’ attorneys are experienced in handling similar cases against other employers. More information about these law firms, their practice, and their lawyers’ experience is available at: www.bradleygrombacher.com and <https://capstonelawyers.com/>.

14. How will the lawyers be paid?

As part of the Settlement with DFA, Class Counsel has requested one-third of the Gross Settlement Amount (currently, that is equal to \$230,000.00 in attorneys’ fees), plus costs not to exceed \$15,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel’s fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement with DFA, Class Counsel has requested an enhancement of up to \$10,000.00 to be paid to Plaintiff Matthew Angelette for his efforts in this matter during initial investigation, mediation, and the like while serving as Class Representative, and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

The Settlement Administrator, ILYM, will handle the payment process.

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE] at [TIME] p.m. in Department 20 of the Superior Court of the State of California, County of Ventura, located at 800 S. Victoria Avenue, Ventura, CA 93009. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement as discussed above, you may appear at the hearing to object. You can also appear remotely at the hearing. For more information on appearing remotely, please visit http://www.ventura.courts.ca.gov/covid19/Courtroom20_Zoom-Appearance_Flyer_2022.pdf.

GETTING MORE INFORMATION

18. Are more details available?

A copy of the entire Settlement Agreement, titled Joint Stipulation of Settlement, was filed in this case as Exhibit 1 to the Declaration of Marcus Bradley in Support of Plaintiff's Motion for Preliminary Approval filed on [DATE]. You can view the Lawsuit's records online by visiting the Court's website (<http://www.ventura.courts.ca.gov/CivilCaseSearch/>), entering the Case Number 2021-00554611 in the search box, clicking search, and then selecting the hyperlinked case number from the search results.

You may contact the "Settlement Administrator," which is:

ILYM
[ADDRESS]

You may contact Class Counsel:

Marcus J. Bradley
Kiley L. Grombacher
Lirit A. King
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Telephone: (805) 270-7100
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Raul Perez
Mark. A Ozzello
Joseph Hakakian
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Please note that DFA will NOT retaliate against any employee or Class Member for participating or not participating in this Lawsuit. DFA prohibits retaliation and will not tolerate retaliation against any employee who participates in this Settlement or who chooses not to participate. DFA supervisors and managers of Class Members will not be provided or have access to information pertaining to the identity of Class Members or their choices related to this Settlement.

PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT, OR TO ANY DFA MANAGER OR SUPERVISOR REGARDING THIS NOTICE OR THE LAWSUIT.