

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE – UNLIMITED CIVIL JURISDICTION**

FELISA COVARRUBIAS GONZALEZ,
both individually and as class representative
on behalf of herself and all other similarly
situated non-exempt current and former
employees,

Plaintiff,

vs.

CASE VANDER EYK DAIRY, LLC, a
California Sole Proprietorship; CASE
VANDER EYK JR. DAIRY, LLC, a
California Sole Proprietorship; DAVID
VANDER EYK DAIRY, LLC, a California
Sole Proprietorship; CASE VANDER EYK,
dba CASE VANDER EYK DAIRY, a Sole
Proprietorship; c; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: VCU293120

*[Assigned for All Purposes to The Honorable
David C. Mathias]*

CLASS ACTION

**JOINT STIPULATION OF CLASS ACTION
AND PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND RELEASE**

Complaint Filed: August 30, 2022
Trial Date: None Set

This Joint Stipulation of Class Action and Private Attorneys General Act Settlement and Release (“Settlement” and/or “Agreement”) is entered into between Plaintiff FELISA COVARRUBIAS GONZALEZ (“Plaintiff”), an individual and class representative on behalf of herself and all other similarly situated non-exempt former and current employees, and Defendants CASE VANDER EYK, dba CASE VANDER EYK DAIRY, a Sole Proprietorship (“CVE”); and DAVID VANDER EYK, dba DAVID VANDER EYK DAIRY, a Sole Proprietorship (“DVE”)(together CVE and DVE referred to as “Defendants”)(collectively, Plaintiff and Defendants are referred to as the “Parties”) in the Action (as defined below).

DEFINITIONS

1. Action. The “Action” means the class action complaint and charges, including the lawsuit entitled, *FELISA COVARRUBIAS GONZALEZ, et al. v. CASE VANDER EYK DAIRY, LLC, et al.* (Tulare County Superior Court Case No. VCU293120).

2. Agreement. “Settlement” and/or “Agreement” shall refer to the instant Joint Stipulation of Class Action and Private Attorneys General Act Settlement and Release.

3. Class Counsel. “Class Counsel” means Grant Joseph Savoy, Esq. and Shoham J. Solouki, Esq. of SOLOUKI | SAVOY, LLP.

4. Class Members, the Class, and Settlement Class Members. “Class Members” means: All current and former non-exempt employees of Defendants who worked at any of Defendants’ locations in the State of California at any time within the “Class Period” as defined herein. The “Settlement Class” or “Settlement Class Members” means all Class Members other than those who opt-out (see Paragraphs 21 and 56d).

5. Class Notice. “Class Notice” means the document mutually agreed upon by the Parties and approved by the Court to be sent to the Class in English and Spanish following preliminary approval that includes the scope of release language for Settled Claims, notifies Class Members of the Settlement, explains the Settlement and Class Members’ options, including how Class Members may opt out or object to the Settlement, and explains the facts and

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1 methods based on which the Class Member's estimated settlement payments are calculated,
2 substantially in the form attached hereto as "**Exhibit A**".

3 6. Class Period. "Class Period" means the period of time beginning on
4 August 30, 2018, to the date preliminary approval of the class action settlement, subject to the
5 Settlement Escalator and Discretionary Cap Provision in Paragraph 50.

6 7. Complaint. "Complaint" means the First Amended Complaint and lawsuit
7 entitled, *FELISA COVARRUBIAS GONZALEZ, et al. v. CASE VANDER EYK DAIRY, LLC, et al.*
8 (Tulare County Superior Court Case No. VCU293120), filed with the Kern County Superior
9 Court on or around October 20, 2022.

10 8. The Court. The "Court" refers to the Tulare County Superior Court or
11 other court or courts that will approve the Action, whether individually or together.

12 9. Day. "Day" refers to a calendar day(s) unless otherwise stated. If any
13 designated date or deadline falls on a weekend or holiday, the designated date or deadline will
14 occur on the next business day.

15 10. Defendants. "Defendants" means CASE VANDER EYK, dba CASE
16 VANDER EYK DAIRY, a Sole Proprietorship; and DAVID VANDER EYK, dba DAVID
17 VANDER EYK DAIRY, a Sole Proprietorship.

18 11. Effective Date. "Effective Date" means the first business day following
19 the last of the following occurrences: (i) if no Class Member and/or PAGA Member timely and
20 properly intervenes, files a timely motion to vacate the Final Judgment under, or objects or
21 otherwise challenges the Settlement, then sixty-five (65) days after the date the Court enters an
22 Order Granting Final Approval of the Settlement and Final Judgment; or (ii) if a Class Member
23 timely intervenes or files a motion to vacate the Final Judgment, or objects or otherwise
24 challenges the Settlement, and files a timely appeal, then five (5) days after the Court receives
25 the mandate reflecting the final resolution of that appeal (including any requests for rehearing
26 and/or petitions for *certiorari*), resulting in final and complete judicial approval of the Settlement

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1 in its entirety without modification, with no further challenge to the Settlement being possible.
2 Defendants shall deposit all sums necessary to fund the Settlement after the Effective Date based
3 on the schedule explained in Paragraphs 15, 50 and 60 of this Agreement. In the event an
4 appeal, writ, motion challenging the judgment or other collateral attack is made after the
5 Effective Date, the funds shall not be distributed until all challenges are resolved in a manner
6 that upholds the Settlement in its entirety and shall be returned if the Agreement is not finally
7 and completely approved in all respects.

8 12. Exclusion Period. The “Exclusion Period” means the time period
9 commencing on the date the Class Notice is mailed to Class Members via First Class U.S. and
10 ending forty-five (45) days later on the deadline to submit an Opt-Out Request or Objection.

11 13. Final Judgment. “Final Judgment” means the judgment entered and filed
12 by the Court that: (1) finally approves this Agreement and the Settlement and disposes all class
13 issues raised in this Action, bars through collateral estoppel and/or res judicata Settlement Class
14 Members from reasserting Settled Claims against Released Parties; (2) finally approves this
15 Agreement and the Settlement and disposes all PAGA issues and claims raised in this Action,
16 bars through collateral estoppel and/or res judicata PAGA Members from reasserting PAGA
17 Claims against Released Parties; and (3) awards and orders the payment of all required amounts
18 pursuant to the terms of this Agreement (approved Class Counsel’s attorneys’ fees and costs,
19 Settlement Payments to Class Members and PAGA Payments to PAGA Members, *etc.*). The
20 Final Judgment will constitute a binding and final resolution of any and all claims by the Named
21 Plaintiffs and all Settlement Class Members as to all Settled Claims and all PAGA Members as
22 to all Settled PAGA Claims as set forth in this Agreement.

23 14. Final Settlement Approval Hearing. “Final Settlement Approval Hearing”
24 means the hearing at which the Court shall consider the motion for final approval of this
25 Settlement and determine whether to fully and finally approve the fairness and reasonableness of
26 this Settlement and Agreement, and enter an order barring through collateral estoppel and/or res

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judicata Settlement Class Members from asserting Settled Claims against Released Parties and all PAGA Members from pursuing Settled PAGA Claims against Released Parties.

15. Funding Payments. “Funding Payments” means the payment(s) remitted to the Third Party Administrator or Settlement Administrator (“TPA” or “SA”) by or on behalf of Defendants following Final Judgment and the Effective Date in full and complete discharge of the entire monetary obligation of Defendants in an amount equal to the Gross Settlement Amount (“GSA”), which, as set forth herein, shall satisfy all outstanding and awarded Settlement Payments, PAGA Payments, attorneys’ fees and costs awarded to Class Counsel, the Named Plaintiff’s enhancement award as awarded by the Court, outstanding payments to the SA as approved by the Court for settlement administration costs, minus any amounts already paid under the Agreement.

The GSA shall be payable in two (2) non-reversionary payments, with the first payment of Four Hundred and Fifty Thousand Dollars (\$450,000.00) due on the Effective Date and the second and final payment of Four Hundred and Fifty Thousand Dollars (\$450,000.00), plus any applicable employer payroll taxes, due Ninety (90) days after the Effective Date.

16. Gross Settlement Amount or GSA. “Gross Settlement Amount” or “GSA” means a non-reversionary total payment of Nine Hundred Thousand Dollars (\$900,000.00), payable by Defendants in two (2) payments under this Agreement, which shall satisfy all outstanding and awarded Settlement Payments, PAGA Payments, attorneys’ fees and costs awarded to Class Counsel, any Named Plaintiff’s enhancement awards as awarded by the Court, and outstanding payments to the SA as approved by the Court for settlement administration costs.

17. Last Known Address. “Last Known Address” means the most recently recorded mailing address for a Class Member and/or PAGA Member contained in Defendants’ records.

1 18. Named Plaintiff. “Named Plaintiff” individually and collectively means
2 FELISA COVARRUBIAS GONZALEZ.

3 19. Net Settlement Amount or “NSA”. “Net Settlement Amount” or “NSA”
4 means the Gross Settlement Amount less the amounts deducted pursuant to Paragraph 50 of this
5 Agreement, including deductions of the amounts awarded to Class Counsel, the enhancement
6 award to the Named Plaintiff, the payment to the LWDA to resolve claims under the PAGA, and
7 the costs awarded for settlement administration owed pursuant to this Agreement.

8 20. Objection. “Objection” means a written request, which a Class Member
9 may submit no later than the last day of the Exclusion Period and in the form specified in
10 Paragraph 56 in order to object to the Settlement, or a personal appearance, or other appearance
11 permitted by the Court, at the final approval hearing to object.

12 21. Opt-Out Request. “Opt-Out Request” must (1) contain the name, address,
13 and telephone number of the person requesting exclusion; (2) contain the last four numbers of
14 the Class Members’ social security number or the employee number or dates of employment or
15 provide a similar basis to identify the individual; (3) be signed by the Class Member; (4) be
16 postmarked or fax stamped within the Exclusion Period/Response Deadline [45 days after
17 mailing date] and returned to the Settlement Administrator at the specified address or fax
18 number. (See Paragraphs 55, 56.) A Class Member who opts-out and otherwise qualifies as a
19 PAGA Member will remain a PAGA Member despite opting out of the Class Settlement.

20 22. Order of Final Approval or Order Granting Final Approval of Settlement.
21 “Order of Final Approval” or “Order Granting Final Approval of Settlement” or “Final
22 Approval” means the order issued in conjunction with the entry of the Final Judgment to be
23 submitted by the Named Plaintiff together with the Motion for Final Approval of the Settlement
24 for entry and filing by the Court as specified in this Settlement.

23. PAGA Period. “PAGA Period” means the period of time beginning on August 30, 2021, and ending on the date the Court grants Preliminary Approval, subject to the Settlement Cap Provision in Paragraph 50.

24. PAGA Member. “PAGA Members” means all current and former employees of Defendants who were employed or have been employed by Defendant in the state of California as non-exempt employees during the PAGA Period.

25. PAGA Payment and PAGA Allocation. Of the Gross Settlement Amount, \$50,000 shall be paid for the PAGA claims. “PAGA Allocation” means the amounts distributed among PAGA Members and is the amount remaining from the \$50,000.00 (after subtracting the \$37,500 allocated to the LWDA) divided by the total number of PAGA Pay Periods Worked credited to all PAGA Members. Each PAGA Member’s PAGA Payment is equal to the PAGA Workweek Rate multiplied by his or her individual PAGA Pay Periods Worked pursuant to the records of Defendant, and will be paid to the PAGA Member even if they opt-out of the Class Settlement.

26. PAGA Pay Periods Worked. “PAGA Pay Periods Worked” means the number of workweeks credited to a PAGA Class Member during the PAGA Period (for the Settled PAGA Claims), as determined by Defendant’s records and estimates and as only subject to revision pursuant to this Agreement.

27. Parties. “Parties” means Named Plaintiff, individually on behalf of herself and on behalf of all Class Members, PAGA Members and interests of the Labor Workforce Development Agency (“LWDA”), and Defendant.

28. Preliminary Approval Order. “Preliminary Approval Order” is the order entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement, including approval of the Parties’ Agreement that specifies the content of notice and manner in which notice will be provided to the Class and responded to by the Class.

1 29. Released Parties. “Released Parties” means Defendants, and their past and
2 present officers; directors; owners; predecessors; successors; assigns; partners; shareholders;
3 members; parents; subsidiaries; affiliates; managers; lenders; insurers; agents; representatives;
4 parent and affiliated and related corporations, companies, subsidiaries, divisions; joint venturers;
5 joint employers; co-employers, integrated enterprises, representatives, employees and anyone
6 else acting for any of them; beneficiaries; grantees; vendees; transferees; heirs; executors;
7 administrators; trustees; and estates of each of the Released Parties; employees; attorneys; or
8 legal representatives and related parties.

9 30. Settlement Administrator. “Settlement Administrator” or “SA” means
10 Phoenix Settlement Administrators (“Phoenix”) or such other neutral administrator as chosen by
11 the Parties and approved by the Court (see Paragraph 54).

12 31. Settled Claims. “Settled Claims” means all claims and/or causes of action
13 arising from or related to this case under any federal, state or local law or administrative order
14 that were or which could have been plead based on the facts alleged in the operative class action
15 complaints, whether known or unknown, including the failure to pay wages, the failure to pay
16 overtime compensation, the failure to provide meal periods, the failure to provide rest periods,
17 the failure to maintain or provide accurate itemized statements, the failure to maintain records,
18 the failure to timely pay wages, the failure to pay wages due to discharged or quitting employees,
19 the failure to produce employment records upon demand, and any other claims whatsoever that
20 were or could have been alleged in this case, including without limitation all related claims for
21 restitution and other equitable relief under Business and Professions Code § 17200, conversion,
22 liquidated damages, punitive damages, waiting-time penalties, civil penalties under the Labor
23 Code Private Attorneys General Act of 2004 and Labor Code sections 200, 201, 202, 203, 204,
24 206.5, 210, 218.5, 226-226.5, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, et seq., and
25 2802; related IWC Wage Orders including Wage Order Nos. 13 & 14; Fair Labor Standards Act,
26

29 U.S.C. sections 201, et seq. and any other related claims and/or penalties of any nature whatsoever.

32. Settled PAGA Claims. “Settled PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been reasonably alleged in the operative Complaint and the PAGA Notice based on the facts, allegations, assertions and claims in the operative Complaint and PAGA Notice, and, including, (a) Failure to provide or pay premium payments for meal periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order Nos. 13-2001 and 14-2001); (b) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 226.7, 512; IWC Wage Order Nos. 13-2001 and 14-2001); (c) any and all claims involving any alleged failure to pay minimum wage, contract wages, overtime, or other amounts of wages for failing to compensate Named Plaintiffs and PAGA Members for all wages earned and all hours worked (see Cal Labor Code §§ 510, 1194, 1197, 1198; IWC Wage Order Nos. 13-2001 and 14-2001); (d) failure to timely pay wages during employment (see Labor Code § 204); (e) failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203); (f) failure to maintain required records (see Labor Code §§ 226, 1174; IWC Wage Order No. Nos. 13-2001 and 14-2001); (g) Failure to provide accurate, itemized wage statements (see Labor Code § 226(a)); (h) Failure to reimburse business expenses (see Labor Code § 2800-2802); and (i) failure to properly calculate, accrue, display and pay mandatory sick pay (see Labor Code § 246, et seq.). “Settled PAGA Claims” includes all types of relief available for the above-referenced claims, including, without limitation, any claims for civil penalties, attorneys’ fees, costs, and declaratory relief. The Final Judgment shall expressly provide that it covers and based on the doctrines of res judicata and/or collateral estoppel bars Plaintiff, LWDA, the State of California, and any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Members from prosecuting “Settled PAGA Claims” that arose during the PAGA Period.

33. Settlement Class/Settlement Class Member(s). “Settlement Class” and “Settlement Class Member” means all Class Members other than those who have timely and validly submitted Opt-Out Requests and thereby excluded themselves from releasing Settled Claims from the Settlement.

34. Settlement Payment. “Settlement Payment” means a payment pursuant to a Settlement Class Member’s pro rata allocation of the NSA as specified in Paragraph 50.

35. Settlement Proceeds Distribution Deadline. “Settlement Proceeds Distribution Deadline” means a date that is fourteen (14) days after the final Funding Payment has been made by Defendants to the SA based on the schedule explained in Paragraph 50 of this Agreement.

36. Updated Address. “Updated Address” means a mailing address that was updated by a reasonable address verification measure of the SA or by an updated mailing address provided by the United States Postal Service for a Class Member or PAGA Member.

37. Workweek Rate. “Workweek Rate” for the Settled Claims means the amount yielded from dividing the Net Settlement Amount by the total of all Workweeks Worked credited to all Settlement Class Members during the Class Period. Each Settlement Class Member’s settlement payment is equal to his or her individual Workweeks Worked during the Class Period and multiplied by the Workweek Rate. Therefore, the amount of each Settlement Class Member’s Individual Settlement Payment is tied to the number of Workweeks Worked that each Settlement Class Member worked for Defendants in the State of California in comparison to all Workweeks Worked by all Settlement Class Members in the State of California during the Class Period. Similarly, for the Settled PAGA Claims, “Workweek Rate” means the amount yielded from dividing the PAGA Allocation by the total of all Workweeks Worked credited to all PAGA Members during the PAGA Settlement Period.

38. Workweeks Worked. A “Workweek Worked” means the number workweeks worked by a Class Member during the Class Period as determined or estimated by Defendants’ records and as only subject to revision pursuant to this Agreement.

RECITALS

39. Named Plaintiff filed the a class action lawsuit complaint on or about August 30, 2022 against CASE VANDER EYK DAIRY, LLC; CASE VANDER EYK JR. DAIRY, LLC; and DAVID VANDER EYK DAIRY, LLC alleging eleven (11) causes of action for: (1) Failure to provide required meal periods; (2) Failure to provide required rest periods; (3) Failure to pay overtime wages; (4) Failure to pay minimum wage; (5) Failure to timely pay wages; (6) Failure to pay all wages due to discharged and quitting employees; (7) Failure to maintain required records; (8) Failure to furnish accurate itemized statements; (9) Failure to produce employee records upon demand; (10) Unfair and unlawful business practices; and (11) Private Attorneys General Act.

40. After filing the original complaint in this Action, counsel for the Parties met and conferred regarding the true names and identities of Plaintiff and Class Members’ defendant employers and determined that the originally named defendants were erroneously named. As a result of these meet and confer efforts, Plaintiff agreed to file the operative First Amended Complaint, which added the proper employers as named defendants: Defendants CASE VANDER EYK, dba CASE VANDER EYK DAIRY, a Sole Proprietorship; DAVID VANDER EYK, dba DAVID VANDER EYK DAIRY, a Sole Proprietorship. The First Amended Complaint was filed by Plaintiff on or about December 20, 2022.

41. Defendants filed an Answer to the First Amended Complaint on or about January 18, 2023, in which they denied all allegations and claims asserted therein. Defendants deny that they engaged in any misconduct in connection with their wage-and-hour practices and that they have any liability or engaged in wrongdoing of any kind associated with the claims alleged in the Action, including any Settled PAGA Claims. Defendants contend that they have

1 complied at all times with both federal and state wage-and-hour laws, and all other laws
2 regulating the employer-employee relationship that relate to the employment of Named Plaintiff
3 and the Class and PAGA Members.

4 42. On or about January 6, 2025, the Parties attended private mediation with
5 experienced mediator and former Judge Pro Tempore of the Los Angeles Superior Court, Daniel
6 Ben-Zvi, Esq. The Parties hereto agree that the terms and conditions of this Agreement are the
7 result of lengthy, intensive arms-length negotiations between the Parties and supervised by an
8 experienced neutral. The Parties agree that the Agreement is entered into in good faith as to each
9 Class Member and PAGA Member and that the Settlement is fair, reasonable and adequate as to
10 each Class Member.

11 43. Class Counsel is of the opinion that this Settlement is fair, reasonable, and
12 adequate, and in the best interest of the Class PAGA Members and other relevant interests in
13 light of all known facts and circumstances, including the benefits conferred by the Settlement,
14 the risk of significant delay, the uncertainty and risk of the outcome of further litigation, the
15 burdens of proof necessary to establish liability, defenses asserted to the merits, including but not
16 limited to the affirmative defenses asserted as to Settlement Class Members, the risks of
17 proceeding on any class claims and PAGA claims, including class certification, the difficulties in
18 establishing damages and penalties, and the numerous potential appellate issues. While
19 Defendants specifically deny any liability or wrongdoing in the Action, Defendants have agreed
20 to enter into this Settlement to avoid the cost and business disruption associated with defending
21 the Action. Defendants have claimed and continue to claim that the Settled Claims and Settled
22 PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise
23 of disputed claims. This Agreement, made and entered into by and between the Named Plaintiff
24 (on behalf of herself and on behalf of the Class Members and PAGA Members and interests of
25 the State of California, including the LWDA) and Defendants, each with the assistance of its
26 respective counsel or attorneys of record, is intended to fully, finally, and forever settle,

27 12.

28 JOINT STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND
RELEASE

1 compromise and discharge the Settled Claims and Settled PAGA Claims against the Released
2 Parties, subject to the terms and conditions set forth herein.

3 44. Because the Action is pled as a class action, this Settlement must receive
4 preliminary and final approval by the Court. Because the PAGA portion of this case is pled as a
5 PAGA representative action, this Settlement is subject to further approval by the Court.
6 Accordingly, the Parties enter into this Agreement on a conditional basis.

7 **TERMS AND CONDITIONS OF SETTLEMENT**

8 NOW THEREFORE, in consideration of the recitals listed above and the promises and
9 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency
10 of the consideration and undertakings set forth herein, the Named Plaintiff, individually on
11 behalf of herself and on behalf of the Class Members, PAGA Members and LWDA and State of
12 California, on the one hand, and Defendants, on the other hand, agree that the Action shall be,
13 and is finally and fully compromised and settled on the following terms and conditions.

14 45. Non-Admission of Liability. The Parties enter into this Agreement to
15 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of
16 continued litigation. In entering into this Agreement, Defendants do not admit, and specifically
17 deny, that they or any of them have: violated any federal, state, or local law; violated any
18 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
19 regulations or legal requirements; breached any contract; violated or breached any duty; engaged
20 in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
21 its employees or any other person or entity. Neither this Agreement, nor any of its terms or
22 provisions, nor any of the negotiations connected with it or proceedings, payouts or other events
23 associated with it, shall be construed as an admission or concession by Defendants of any such
24 violation(s) or failure(s) to comply with any applicable law by Defendants or any other Released
25 Parties. Except as necessary in a proceeding to approve, interpret or enforce the terms of this
26 Agreement, this Agreement and its terms and provisions shall not be offered or received as

evidence in any action or proceeding to establish any liability or admission on the part of the Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law. In addition, as set forth herein, the Parties intend this Settlement to be contingent upon the preliminary and Final Approval of this Agreement; and in the event Final Approval of this Agreement is not obtained the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement never existed in the event the Settlement is not fully and finally approved as set forth herein. In the event that this Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, the Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, further proceedings in this Action, except that the Court may award less than the amounts listed in Paragraph 50 without impacting the validity and enforceability of this Agreement and the Parties will be returned to their respective positions prior to entering this Agreement.

46. Stipulation for Class Certification. The Parties stipulate to the certification of this Settlement Class for purposes of this Settlement only. If, however, the Settlement does not become final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, whether class certification would be appropriate in any other context in this Action.

47. Release of Settled Claims. As of the Effective Date, Named Plaintiff and all Settlement Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all Settled Claims against any and all Released Parties. The Settlement includes a release of all Settled Claims during the Class Period by Settlement Class Members employed at any time during the Class Period.

a. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member

1 execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the
2 binding nature of the Agreement and such notice shall have the same force and effect as if the
3 Agreement were executed by each Class Member.

4 b. Named Plaintiff and Class Counsel represent, covenant, and
5 warrant that they have not directly or indirectly assigned, transferred, encumbered or purported
6 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
7 demand, action, cause of action, or rights herein released and discharged, except as set forth
8 herein.

9 c. The Parties agree that this is a settlement of disputed claims not
10 involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

11 48. Release of Settled PAGA Claims. As of the Effective Date, Named
12 Plaintiff, the LWDA, the State of California, and any other representative, proxy, or agent
13 thereof, including but not limited to any and all PAGA Members, hereby do and shall be deemed
14 to have fully, finally, and forever released, settled, compromised, relinquished and discharged
15 are barred from prosecuting "PAGA Claims" that arose during the PAGA Period against any and
16 all of the Released Parties. Subject to Court approval, the Agreement includes a settlement of all
17 Settled PAGA Claims during the PAGA Period by PAGA Members employed at any time during
18 the PAGA Period to the fullest extent permitted under the PAGA, including settlement
19 contemplated in Labor Code section 2699(l)(2).

20 49. Individual Release of Claims. In addition to the releases made by the
21 Settlement Class Members and PAGA Members set forth in this Agreement, Named Plaintiff
22 releases, as an individual and in addition to the Settled Claims described above, all claims,
23 whether known or unknown, under federal law or state law against the Released Parties. The
24 Parties understand and agree that Plaintiff is not, by way of this release, releasing any claims
25 which cannot be released as a matter of law. Notwithstanding the foregoing, Named Plaintiff
26 understands that this release includes unknown claims and that Named Plaintiff is, as a result,

1 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which
2 provides:

3
4 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
5 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
6 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
7 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**
8 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
9 **THE DEBTOR OR RELEASED PARTY.**

10 This release excludes any release of any claims not permitted to be released by law and any and
11 all claims subject to the separate settlement agreement and release of Plaintiff's individual
12 claims, including Plaintiff's claims for relief stemming from her discrimination claims filed with
13 the California Civil Rights Department, which are subject to a separate confidential settlement
14 agreement between Plaintiff and Defendants.

15 50. Settlement Payments and Calculation of Claims. Subject to the Final
16 Approval of the Settlement and the conditions specified in this Agreement, and in consideration
17 of the mutual covenants and promises set forth herein, Defendants agree to make two (2) non-
18 reversionary payments as set forth herein totaling the fixed amount of Nine Hundred Thousand
19 Dollars and Zero Cents (\$900,000.00). The first payment of Four Hundred and Fifty Thousand
20 Dollars (\$450,000.00) due on the Effective Date and the second and final payment of Four
21 Hundred and Fifty Thousand Dollars (\$450,000.00), plus any applicable employer payroll taxes,
22 due Ninety (90) days after the Effective Date. The GSA shall fully satisfy Defendants'
23 obligations for any and all payments, fees and costs identified in the Agreement, including, but
24 not limited to, any payments to be made to the Named Plaintiff, Settlement Class Members,
25 PAGA Members, the LWDA, Class Counsel's attorneys' fees and out-of-pocket litigation
26 expenses and costs, and settlement administration costs. Other than employer-side payroll taxes,
27 in no event shall Defendants be required to pay any amounts above the GSA under this

Settlement and this Agreement except under the conditions set forth in Paragraph 50g. The Parties agree, subject to Court approval, that the GSA shall be apportioned as follows:

a. Attorneys' Fees. Class Counsel will apply to the Court for an award of attorneys' fees of no more than one third (1/3) or thirty-three point three, three, four percent (33.334%) of the GSA or Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). The attorneys' fees shall come from and be deducted from the GSA and paid out as set forth herein. Defendants will not oppose such application.

b. Attorneys' Costs. Named Plaintiff and Class Counsel shall request approval of payment of litigation costs in an amount of Forty Thousand Dollars and Zero Cents (\$40,000.00), which will be deducted from the GSA and paid out as set forth herein. Defendants will not oppose such application. Attorneys' fees as specified in the preceding Paragraph and costs as specified in this Paragraph shall cover all claimed and unclaimed attorneys' fees, attorneys' costs and other amounts payable or awardable against Defendants for Class Counsel's work, effort or involvement in the Action and in carrying out the Agreement and includes any and all work, effort or involvement to carry out the terms of the Agreement and as may be potentially or actually necessary or advisable to defend the Agreement and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. These specified Attorneys' Fees and Costs shall be the sole payment for attorneys' fees and costs and, otherwise, the Parties and Class Members and their counsel shall bear their own fees and costs in connection with the Action. Should the Court approve lesser amounts for Attorneys' Fees and Costs, the difference shall be added to the NSA.

c. Administration Fees and Costs. Class Counsel will also apply to the Court for approval of SA costs in an amount not to exceed \$_____, which will be deducted from the GSA. Defendants will not oppose such application. Class Counsel will specify the amount sought for such costs, up to the foregoing maximum, in Named Plaintiff' motions for Preliminary and Final Approval of the Settlement.

d. Named Plaintiff's Enhancement and General Release Payment.

Class Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed Ten Thousand Dollars, and Zero Cents (\$10,000.00) to be paid to Named Plaintiff, Defendants will not oppose such application. The enhancement award is included in, and shall be deducted from, the GSA. Should the Court approve a lesser amount, the difference shall be added to the NSA.

e. PAGA Allocation and Payments. Pursuant to California Labor

Code Section 2698, *et seq.*, the Parties designate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the GSA to resolve any PAGA claims (including penalties sought for Named Plaintiffs' employment and penalties sought under the PAGA for all other PAGA Members' employment and payment to the LWDA).

i. Defendant shall pay seventy five percent (75%) of that amount, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), to the LWDA, and the remainder to PAGA Members. In the event the LWDA refuses to accept the above amount in full for all civil penalties to PAGA Members in connection with the civil penalty claims alleged in this Action, or in the event the LWDA or anyone on its behalf otherwise challenges the above allocation or the Settlement, the Parties shall work in good faith to revise the allocation so that it is accepted.

ii. The remaining Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) shall be paid to PAGA Members by multiplying the PAGA Workweek Rate by each individual PAGA Member's PAGA Pay Periods Worked.

f. Net Settlement Amount. The NSA will be the amount remaining after deducting the amounts specified in Paragraphs 50a through 50e above.

g. Estimate of Workweeks Worked and Escalator Provision and Discretionary Cap. Class distribution is based on workweeks during the Class Period. It is estimated that there are an estimated 27,500 workweeks during the Class Period as of January 6,

2025. Should the number of workweeks in the Class Period increase by more than 10% (2,750 workweeks) or exceed a total of 30,250 workweeks, Defendants will have the option to increase the Gross Settlement Amount by a proportionate additional amount for each additional workweek over 30,250 or, if Defendants decline to exercise this option, the Gross Settlement Amount will cover no more than 30,250 workweeks (10% more than 27,500, the number of workweeks disclosed at mediation), and the Release date will be moved back to only cover the Class Period during which no more than 30,250 workweeks were worked by the Class Members

h. Settlement Payments to Settlement Class Members. Only the following individuals will receive Settlement Payments under the Settlement Agreement: (1) the Named Plaintiff, (2) Settlement Class Members, and (3) PAGA Members. PAGA Payments will be calculated as set forth in Paragraph 25, above, and Settlement Payments will be calculated as follows:

i. The NSA will be divided by the total Workweeks Worked by all Settlement Class Members during the Class Period as reflected in Defendants' records and estimates based on existing records. All Settlement Class Members shall be paid an amount equal to their individual Workweeks Worked during the Class Period, multiplied by the Workweek Rate. Workweeks Worked shall be determined by the SA based on data to be provided by Defendants, as may be modified by the resolution of any challenges.

ii. The Parties agree that under no circumstances shall Defendants be obligated to pay any amount under this Agreement to any Class Member other than Settlement Class Members and PAGA Members. In addition, the Parties agree that in no event shall Defendants be obligated to pay more than the GSA, except for the separate payment of employer-side payroll taxes, as provided in Paragraph 60 and throughout this Agreement.

iii. The Parties acknowledge and agree that the formula used to calculate Workweeks Worked, individual Settlement Payments, PAGA Pay Periods, and PAGA Payments does not imply that all of the elements of damages covered by the release are not being

1 taken into account. The above formulas were devised as practical and logistical tools to simplify
2 the payment process.

3 51. No Credit Toward Benefit Plans. The Settlement Payments made to
4 Settlement Class Members and PAGA Payments made to PAGA Members under this Agreement
5 shall not be utilized to calculate any additional benefits under any benefit plans to which any
6 Settlement Class Members or Class Members or PAGA Members may be eligible, including, but
7 not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
8 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention
9 that this Agreement will not affect any rights, contributions, or amounts to which any Settlement
10 Class Members, Class Members and PAGA Members may be entitled under any benefit plans.

11 52. Taxation of Settlement Proceeds. All taxable portions of Settlement
12 Payments shall be paid in a net amount after applicable employee state and federal tax
13 withholdings, including employee-side payroll taxes, if any, have been deducted.

14 a. The Parties agree that the Settlement Payments will be allocated as
15 follows: twenty percent (20%) for alleged unpaid wages, for which an IRS Form W-2 shall be
16 issued, and eighty (80%) for alleged penalties and interest. The PAGA Payments to PAGA
17 Members will be designated as payments for alleged penalties and other non-wage amounts. The
18 portions of the Settlement Payments allocated to penalties, interest or other non-wage amounts
19 and the PAGA Payments will be paid without tax withholdings and will be reported as such to
20 each Settlement Class Member and/or PAGA Member on an IRS Form 1099.

21 b. The SA shall calculate, withhold from the Settlement Payments,
22 and remit to applicable governmental agencies sufficient amounts, if any, as may be owed by
23 Settlement Class Members for applicable employee taxes. The SA will issue appropriate tax
24 forms, if required, to each such Settlement Class Member consistent with the foregoing
25 breakdown. The SA shall also calculate and obtain from Defendants and remit to applicable
26

1 governmental agencies sufficient amounts, if any, as may be owed for employer-side payroll
2 taxes based on the wage portion of the Settlement Payments.

3 c. All Parties represent that they have not received, and shall not rely
4 on, advice or representations from other parties or their agents, including Class Members and
5 PAGA Members, regarding the tax treatment of payments under federal, state, or local law. In
6 this regard, Defendants make no representations regarding the taxability of the Settlement
7 Payments and PAGA Payments.

8 d. Class Counsel will be issued an IRS Form 1099 for any fees and
9 costs awarded by the Court pursuant to Paragraph 50. Except as provided in Paragraph 50, each
10 Party shall bear his, her or its own attorneys' fees, costs, and expenses incurred in the
11 prosecution, defense, or settlement of the Action. Class Counsel agrees that any allocation of
12 fees between or among each of the Class Counsel or among the Class Counsel and any other
13 attorney that may be representing Named Plaintiff or the Class, if any, shall be the sole
14 responsibility of Class Counsel. Each Party to this Agreement (for purposes of this section, the
15 "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
16 "other party") acknowledges and agrees that no provision of this Agreement, and no written or
17 oral communication or disclosure or other representation by Defendants and/or Released Parties
18 is or was intended to be, nor shall be construed or be relied upon as, tax advice, and Named
19 Plaintiff, Class Members and PAGA Members shall not rely on Defendants and/or Released
20 Parties for any tax advice with respect to the Settlement of this Action.

21 e. The Named Plaintiff will be issued an IRS Form 1099 for any
22 enhancement award approved by the Court pursuant to Paragraph 50d. The enhancement award
23 payable to the Named Plaintiff shall be in addition to the Settlement Payments and PAGA
24 Payments that Named Plaintiffs will receive.

53. Provisional Approval of Settlement. Named Plaintiff shall file a motion in the Action and take all other action to request that the Court enter the Preliminary Approval Order based on an agreed-upon Settlement schedule, subject to Court approval:

a. Seeking class certification on the terms set forth in this Agreement solely for purposes of the Class Settlement;

b. Preliminarily approving the proposed Settlement and this Agreement, including the payments to the Settlement Class Members, Class Counsel, the Named Plaintiffs, PAGA Members, the SA, and the LWDA;

c. Preliminarily approving the appointment of the Named Plaintiff as representative of the Class for settlement purposes;

d. Preliminarily approving the appointment of counsel for Named Plaintiff as Class Counsel;

e. Appointing and approving a SA as chosen by the Parties and approved by the Court, to administer the notice, opt-out requests, objections and Settlement Payment and PAGA Payment procedures required by this Agreement;

f. Approving the form of the Class Notice mutually agreed by the Parties;

g. Scheduling the Final Settlement Approval Hearing for consideration of Final Approval of this Agreement;

h. Requiring that any Class Members who object to the Settlement Agreement submit any objection to the SA postmarked by the end of the Exclusion Period or appear in person or by other Court approved means at the Final Approval Hearing, and that the Parties be given an opportunity to file written responses to any objection(s) with the Court;

i. Approving the procedure for Class Members to submit Opt-Out Requests, and setting a date after which no Class Members shall be allowed to submit Opt-Out Requests; and

1 j. Approving the procedure for Settlement Class Members to object
2 to the Settlement.

3 k. Defendants shall not oppose Class Counsel's motions for
4 preliminary approval and Final Approval of the Settlement so long as the motions and supporting
5 papers are consistent with the terms of this Agreement. The Parties will meet and confer and
6 agree upon the wording of the settlement Notice to be sent to Class Members. Failure of the
7 Court to grant the Preliminary Approval Order will not be grounds for the Parties to terminate
8 the Settlement and the terms of the Agreement; rather, the Parties must work in good faith to
9 comply with any changes to the Settlement proposed by the Court to the extent the changes are
10 possible and acceptable by both Parties, and the Court may award less than the amounts listed in
11 Paragraph subparts 50a through 50e without impacting the validity and enforceability of this
12 Agreement.

13 54. Notice Procedure.

14 a. Settlement Administrator. The Parties will use Phoenix or a
15 another mutually agreeable third-party SA to distribute the Class Notice and the Settlement
16 Payments and PAGA Payments and handle the tax reporting and field any questions from Class
17 Members and/or PAGA Members with a hotline. The SA (along with any of its agents) shall
18 represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical
19 and technical safeguards for any personally identifiable information ("PII"), which it receives
20 from Defendants; (b) not disclose the PII to Class Counsel, Named Plaintiff, any party or third
21 parties, including agents or subcontractors, without Defendants' consent; (c) not disclose or
22 otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide
23 Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or
24 destruction; and (e) continue to protect the PII upon termination of its services.

25 b. Class Member Data. Within ten (10) days after filing of the
26 Preliminary Approval Order, Defendant shall provide to the SA a list of Class Members and
27 23.

1 PAGA Members that identifies for each Class Member/PAGA Member, his/her Social Security
2 number, last-known address, and the workweek numbers and other Class Member data confirm
3 qualifying Workweeks Worked and PAGA Pay Periods Worked or will forward the start and end
4 date(s) of employment for the SA to calculate the Workweeks Worked and PAGA Pay Periods
5 Worked. Defendant agrees to consult with the SA as required to provide the list in a format
6 reasonably acceptable for the duties of the SA. The SA will keep the list confidential, use it only
7 for the purposes described herein, take adequate safeguards to protect confidential or private
8 information and return or certify the destruction of the information or continued safeguarding of
9 the information upon completion of the Settlement Administration process.

10 55. Class Notice. The SA will send to each Class Member and PAGA
11 Members by First-Class U.S. Mail the Class Notice, which includes information on how Class
12 Members may opt-out of or object to the Settlement and a procedure by which a Class Member
13 may challenge the number of Workweeks Worked identified on his/her Class Notice. The
14 Named Plaintiff will seek approval of language in the Class Notice in the motion for preliminary
15 approval and will seek permission for the Parties in conjunction with the SA to be able to correct
16 immaterial errors on these forms or other mailed materials without approval from the Court,
17 provided the changes do not alter the preliminary approval by the Court.

18 a. Settlement Administrator Duties. Prior to mailing the Class
19 Notice, the SA will update the addresses for the Class Members and PAGA Members using the
20 National Change of Address database and other available resources deemed suitable by the SA.
21 To the extent this process yields a different address from the one supplied by Defendant
22 (“Updated Address”), that Updated Address shall replace the address supplied by Defendant
23 (“Last Known Address”) and be treated as the new Last Known Address for purposes of this
24 Agreement and for subsequent mailings in particular. The Settlement Administrator shall be
25 permitted to provide notices and communicate to the Class and PAGA Members in a format and
26

statement to be provided to the Court, which Named Plaintiffs will submit in conjunction with the motion for preliminary approval and/or motion for Final Approval.

b. Class Notice Procedure. Within ten (10) days after receipt of the above information from Defendants, the SA shall send the Class Notice to each Class Member's and PAGA Member's Last Known Address or Updated Address (if applicable) via First-Class U.S. mail.

c. Exclusion Period. Class Members will have forty-five (45) days from the postmark of the initial mailing of the Class Notice by the SA to submit by U.S. mail their Opt-Out Requests, with proof of date of submission to be the postmark date of the completed Opt-Out Request. Class Members will also have forty-five (45) days to object to the Settlement by submitting a written objection with the SA that sets forth the basis of the objection pursuant to Paragraph 57, which the SA shall submit to the Parties within 10 days after the end of the Exclusion Period, and Class Counsel shall submit to the Court. Opt-Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members from the release of Settled PAGA Claims.

d. SA Follow-up efforts.

i. The SA shall re-mail by First-Class U.S. mail the Class Notice returned by the Post Office with a forwarding address, and shall re-mail by First-Class U.S. mail the Class Notice to any Class Member/PAGA Member who personally provides an updated address to the SA.

ii. In the event that the first mailing of the Class Notice to any Class Member/PAGA Member is returned without a forwarding address, the SA will immediately perform skip trace(s) if necessary using social security numbers provided by Defendants and National Change of Address searches, as needed, to verify the accuracy of the addresses provided and will conduct a second round of mailings of the Class Notice by First-Class, U.S. mail within an agreed number of days for those forms returned to sender. If no new

25.

e. Documenting Communications. The SA shall date stamp documents it receives, including Opt-Out Requests, Objections and any correspondences and documents from Class Members/PAGA Members.

g. SA Written Reports. Each week during the Exclusion Period, the SA shall provide the Parties with a report listing the number of Class Members that submitted Opt-Out Requests and Objections. Within seven (7) days after the close of the Exclusion Period, the SA will provide a final report listing the number of Class Members who submitted Opt-Out Requests or Objections.

h. SA Calculations of Settlement Payments. Within seven (7) days after resolving all challenges made by Settlement Class Members, and following the Final Approval Order, the SA shall provide to the Parties a report showing its calculation of all Settlement Payments to be made to Settlement Class Members and PAGA Members. After receiving the SA's report, Class Counsel and Defendant's counsel shall review the same to determine if the calculation of payments to Settlement Class Members/PAGA Members is consistent with this Agreement, and shall notify the SA if either counsel does not believe the calculation is consistent with the Agreement. After receipt of comments from counsel, the SA shall finalize its calculation of Settlement Payments and PAGA Payments, at least five (5) days prior to the distribution of such payments, and shall provide Class Counsel and Defendant's Counsel with a final report listing the amount of all payments to be made to each Settlement Class Member from the NSA and listing the amount of all payments to be made to each PAGA Member from the amount allocated for PAGA Payments. The SA will also provide information that is requested and approved by both Parties regarding its duties and other aspects of the Settlement and that is necessary to carry out the terms of the Settlement.

56. Requirements for Recovery of Settlement Payments.

a. Class Members. No claim form is necessary to participate in the Settlement. Unless a Class Member submits a valid and timely Opt-Out Request (as described in Paragraphs 12, 21, and 56d), a Class Member will be a Settlement Class Member, bound by the Judgment, and will receive a payment from the NSA. All Class Members except for those who timely and validly opt-out of the Settlement shall be bound by the release of Settled Claims in this Agreement. All PAGA Members, including any who opt-out of the Class Settlement, shall be bound by the release of Settled PAGA Claims and shall be barred from seeking any action for civil penalties for Settled PAGA Claims in this Agreement. At Defendant's option, checks in payment of amounts due to Settlement Class Members under the Settlement may contain a brief

1 statement of waiver of Settled Claims and/or Settled PAGA Claims as part of the endorsement
2 language.

3 b. Late Submissions. The SA shall not accept as valid any Opt-Out
4 Request postmarked after the end of the Exclusion Period, as extended for remailings, absent
5 agreement from the Parties or order of the Court. It shall be presumed that, if an Opt-Out
6 Request is not postmarked on or before the last day of the Exclusion Period, the Class Member
7 did not return the Opt-Out Request in a timely manner.

8 c. Challenges. Class Members will have the right to challenge the
9 number of Workweeks Worked allocated to them. The following challenge procedure will be
10 established for the Class Member to dispute information on which his/her payment amount is
11 based: Challenges to the number of Workweeks Worked shall be sent directly to the SA at the
12 address indicated on the Class Notice. A Class Member challenging the number of Workweeks
13 Worked identified may also submit documentary evidence in order to prove the claimed number
14 of Workweeks Worked during the Class Period. Defendants shall have the right to respond to
15 the challenge by any Settlement Class Member. No challenge to the number of Workweeks
16 Worked will be accepted unless sent by U.S. mail within forty-five (45) days from the initial
17 mailing of the Class Notice by the SA, with proof of date of submission to be the postmark date
18 unless ordered by the Court. Additional time may be provided to a Class Member only upon a
19 showing of good cause and within an amount of time determined by the SA that will not delay
20 the distribution of Settlement Payments to other Class Members/PAGA Members and in no
21 event beyond the date of filing of the motion for final approval. The SA will inform Class
22 Counsel and Defendants' counsel in writing of any timely filed challenges and will preliminarily
23 determine all such disputes after consulting with the Parties regarding the number of Workweeks
24 Worked. If each of the Parties does not agree with the SA's preliminary determination, the
25 dispute will be submitted to the Court for a decision, and the Court's determination shall be final
26 and binding without a right of appeal.

29.

1 Agreement for failure to satisfy a condition of Settlement for affected individuals and amounts,
2 and the Agreement shall become null and void and have no further force or effect in that respect,
3 but shall remain binding and enforceable in all other respects. In the event that Defendants
4 exercise this option, it will be solely responsible for any additional Settlement Administrator's
5 costs related to those affected by this provision.

6 57. Objections to Settlement. Any Settlement Class Member may object to
7 the Settlement. Any such objection may be submitted to the SA in writing on or before the close
8 of the Exclusion Period or may appear at the Final Approval Hearing object orally. If any
9 Settlement Class Member wish to object in writing, any such written Objection shall include: (1)
10 the full name of the Settlement Class Member; (2) address of the Settlement Class Member; (3)
11 the basis for the objection; and (4) if the Settlement Class Member intends to appear at the Final
12 Approval Hearing. The Parties shall be permitted to file responses to the Objection in addition to
13 any motion for final approval documents. Settlement Class Members may also appear at the
14 Final Approval Hearing to object. At no time shall any of the Parties or their counsel seek to
15 solicit or otherwise encourage Settlement Class Members to submit written objections to the
16 Settlement or appeal from the Order granting final approval and/or Final Judgment. Class
17 Counsel shall not represent any Settlement Class Members with respect to any such objections.

18 58. Final Fairness Hearing, Final Approval and Final Judgment.

19 a. Entry of Final Judgment. At the Final Approval Hearing, Named
20 Plaintiff will request, and Defendants will concur in said request, that the Court enter a Final
21 Judgment.

22 b. Motion. Named Plaintiff will draft and file a motion for final
23 approval and for approval of any attorneys' fees and costs and enhancement award in conformity
24 with any requirements from the Court and will take other action to request the entry of Final
25 Judgment in accordance with this Agreement. Defendants will concur in or not object to said
26 request that the Court enter Final Judgment finally approving this Agreement. In conjunction

1 with the motion for final approval, Class Counsel shall file a declaration from the SA confirming
2 that the Class Notice and related forms were mailed to all Class Members as required by this
3 Agreement, as well as any additional information Class Counsel, with the input and approval of
4 Defendants deem appropriate to provide to the Court.

5 c. Objections. Before and/or at the Final Fairness Hearing, Named
6 Plaintiff and Defendants, through their counsel of record, may address any written objections
7 from Class Members or any concerns from Class Members who attend the hearing as well as any
8 concerns of the Court.

9 59. Post-Final Approval Requirements and Procedures. Following entry of
10 the Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act
11 to assure the timely execution and fulfillment of all its provisions, including, but not limited to,
12 the following:

13 a. Should an appeal be taken from the Final Approval of the
14 Settlement, all Parties will support the Order of Final Approval and Final Judgment on appeal;

15 b. The Parties will assist the SA as needed or requested in the process
16 of identifying and locating Settlement Class Members entitled to Settlement Payments from the
17 NSA and PAGA Members entitled to PAGA Payments and assuring delivery of such payments;

18 c. Class Counsel will assist the SA as needed or requested in
19 completing the distribution of any uncashed checks as directed by the Court; and

20 d. Class Counsel will certify to the Court completion of all payments
21 required to be made by this Settlement Agreement.

22 60. Payment of Settlement. Defendants will deposit the first half
23 (\$450,000.00) of the Funding Payment into an account established by the SA on the Effective
24 Date, and the remaining half (\$450,000.00) of the Funding Payment, plus all applicable
25 employer-side payroll taxes within ninety (90) days of the Effective Date. In any event, the GSA
26 (including all employer-side payroll taxes) shall be fully funded within 90 days from the

27 31.

1 Effective Date. The full remittance of the Funding Payment to the SA shall constitute full and
2 complete discharge of the entire monetary obligation of Defendants under this Agreement. No
3 Released Party shall have any further monetary obligation or liability to Class Counsel, Named
4 Plaintiff, and Settlement Class Members and/or PAGA Memebers under this Agreement after
5 receipt by the SA of the Funding Payment.

6 a. The Parties agree that the Funding Payment will qualify as a
7 settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code
8 of 1986, as amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore,
9 the SA is hereby designated as the “Administrator” of the qualified Settlement funds for
10 purposes of Section 1.468B-2(k) of the income tax regulations. As such, all employee taxes
11 imposed on the gross income of that settlement fund and any tax-related expenses arising from
12 any income tax returns or other reporting documents that may be required by the Internal
13 Revenue Service or any state or local taxing body will be paid from the Funding Payment by the
14 SA.

15 b. The distribution of Settlement Payments to Settlement Class
16 Members shall occur no later than the Settlement Proceeds Distribution Deadline. The SA shall
17 be deemed to have timely distributed Settlement Payments if it places said payment in the mail
18 (First-Class U.S.). When the SA receives notice from Settlement Class Members that they have
19 not received such Settlement Payments due to changes of address or other circumstances, the SA
20 shall be deemed to have timely distributed those Settlement Payments if (after satisfying itself
21 that the amounts have not been received or negotiated) it re-mails the payments to the updated
22 addresses or provides for delivery by other reasonable methods requested by such Settlement
23 Class Members, provided that any and all requests for re-mailing shall be actually received and
24 acknowledged by the SA before the 180-day deadline or will be deemed ineffective, and have no
25 effect and the original mailed amount shall be deemed timely distribution of the Settlement
26 Payment. If any checks are returned to the SA without a forwarding address the SA shall

1 conduct a skip-trace and re-mail the checks. The SA shall mail all Settlement Payments by the
2 Settlement Proceeds Distribution Deadline. To comply with California Rule of Court 3.771,
3 settlement checks shall include the following language on the check: "A Court has approved
4 settlement of the class action and entered judgment for claims asserted in *GONZALEZ, et al v.*
5 *CASE VANDER EYK DAIRY, LLC, et al.*, Tulare County Superior Court Case No. VCU293120."
6 No person shall have any claim against the SA, Defendants or other Released Parties, Class
7 Counsel, Defendants' counsel, or any other agent designated by Named Plaintiff or Defendants
8 based upon the distribution of Settlement Payments made substantially in accordance with this
9 Agreement or further orders of the Court.

10 c. The distribution of attorneys' fees, costs, and the Named Plaintiff's
11 enhancement/general release awards shall occur no later than the payment date of the payment
12 under the Settlement Proceeds Distribution Deadline.

13 d. Upon Defendants' transfer of the Funding Payment and employer-
14 side taxes to the SA, Defendants and the other Released Parties, and Defendants' counsel shall
15 have no further monetary liability or financial responsibility to Class Counsel or to any vendors
16 or third parties employed by the Named Plaintiff or Class Counsel in connection with the Action.

17 e. Defendants shall not be obligated to make any payments
18 contemplated by this Agreement unless and until the Court enters the Final Approval Order and
19 Final Judgment, and after the Effective Date of the Agreement, and no amounts will be owed or
20 payable until all appeals if taken or other collateral attacks have lapsed or have been favorably
21 resolved in favor of the Settlement and no further challenge to the Settlement is possible.

22 61. Settlement Class Members and/or PAGA Members who are sent
23 Settlement Payments and/or PAGA Payments shall have one hundred and eighty (180) days after
24 mailing by the SA to cash their settlement checks and will be so advised of such deadline. If
25 such Settlement Class Members and/or PAGA Members do not cash their checks within that
26 period, those checks will become void and a stop payment will be placed on the uncashed

1 checks. Within thirty (30) days after the expiration date of the settlement checks, the Settlement
2 Administrator shall provide to Class Counsel and Defendants' Counsel a verification/declaration
3 signed under penalty of perjury that it has mailed the settlement checks to Class Members and/or
4 PAGA Members, and if uncashed, that such amounts have been sent to the California
5 Controller's Unclaimed Property Fund in the name of the Class Member and/or PAGA Member
6 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
7 Procedure Section 384, subd. (b).

8 62. The SA shall keep Class Counsel and Defendants' counsel apprised of all
9 distributions from the GSA. Upon completion of administration of the Settlement, the SA shall
10 provide written certification of such completion to the Court, Class Counsel and Defendants'
11 Counsel.

12 63. Binding Effect of Agreement on Settlement Class Members and PAGA
13 Members. Subject to final Court approval, all Settlement Class Members and PAGA Members
14 shall be bound by this Agreement, and Final Judgment shall be entered in the Action. In
15 addition, unless the Class Member opts out of the Settlement described in this Agreement, he/she
16 shall be bound by the Court's Order of Final Approval and Final Judgment, and PAGA Members
17 shall be bound by the Court's Order of Final Approval and Final Judgment regardless of whether
18 they opt-out of the Class Settlement. If the Court does not enter an Order of Final Approval and
19 Final Judgment granting Final Approval of the Settlement, which becomes final, the Settlement
20 shall become null and void, and its terms and all documents setting out its terms shall be
21 inadmissible in further litigation of this Action or any other case.

22 64. Non-Interference with Opt-Out Procedure. The Parties and their counsel
23 agree that they shall not seek to solicit or otherwise encourage Class Members to submit Opt-Out
24 Requests or objections to the Settlement or to appeal from the Final Judgment.

65. Waiver of Appeal. Subject to preliminary and Final Approval of this Settlement, all Class Members, except those Class Members who make timely and valid objections pursuant to the terms of this Agreement, expressly waive the right to appeal.

66. Preliminary Timeline for Completion of Settlement. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is set forth in the subsections below. This schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the Class Members and PAGA Members, and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the Settlement procedures as expeditiously as reasonably practicable.

a. Preliminary Approval Hearing as permitted by the Court;

b. Defendants to provide information described in Paragraph 54b (name, address, dates of employment, etc.) no later than ten (10) days after filing of the Preliminary Approval Order;

c. The SA to mail the Class Notice by U.S. First Class mail to Class Members and PAGA Members by approximately ten (10) days after receipt from Defendants of the information described in the preceding subparagraph;

d. The SA to conduct trace/search efforts and send a follow up mailing, no later than three (3) days after receiving a returned Class Notice, to individuals whose Class Notice was returned as undeliverable or whose listed address is found to be inaccurate or outdated;

e. Opt-Out Requests and Objections to the Settlement must be postmarked no later than forty-five (45) days after the date of initial mailing of the Class Notice;

f. The SA will provide to the Parties, and to the Court as directed by the Parties, information regarding Opt-Out Requests and written objections or statements of intention to object to the Settlement received from Class Members within seven (7) days of the close of the Exclusion Period;

1 g. Class Counsel will file a timely motion for final approval of the
2 Settlement and a separate application for award of attorneys' fees and costs and an enhancement
3 award to the Named Plaintiff by the date set by the Court, or if no date is set, at least sixteen (16)
4 court days prior to the scheduled Final Approval Hearing date;

5 h. The Parties will request a Final Approval Hearing before the Court
6 within a reasonable time after the close of the Exclusion Period, or as soon thereafter as the
7 Court will hear the Motion for Final Approval. After entry of the Final Approval Order and
8 Judgment Defendants shall remit the Funding Payment to the SA.

9 i. Settlement Payments to Settlement Class Members, including the
10 Named Plaintiffs, and payments to Class Counsel for litigation costs and expenses and awarded
11 attorneys' fees, and the enhancement award to Named Plaintiffs, and PAGA Payments to the
12 LWDA and PAGA Members shall be made by the Settlement Proceeds Distribution Deadlines
13 by mailing of checks by First Class U.S. mail or by wire (as to Class Counsel's payments only).

14 67. Automatic Voiding of Agreement if Settlement Not Finalized. If for any
15 reason the Effective Date does not occur, the Settlement shall be null and void and the orders,
16 judgment, and dismissal to be entered pursuant to this Agreement shall be vacated; and the
17 Parties will be returned to the status quo prior to entering this Agreement with respect to the
18 Action, as if the Parties had never entered into this Agreement. In addition, in such event, the
19 Agreement and all negotiations, court orders and proceedings relating thereto shall be without
20 prejudice to the rights of any and all Parties hereto, and evidence relating to the Agreement and
21 all negotiations shall not be admissible or discoverable in the Action or otherwise in any other
22 proceeding.

23 68. No Injunctive Relief. The Parties agree that the Settlement does not
24 include injunctive relief against Defendants or the other Released Parties.

25 69. Confidentiality and Non-Disparagement.

1 a. Parties and their counsel will keep the Settlement confidential,
2 through the Court's order granting the Parties' Motion for Preliminary Approval, but the Parties
3 will be able to disclose to the Court, when and as necessary before preliminary approval, that
4 they have reached an agreement in principle, subject to completion of a final Agreement and
5 Court approval.

6 b. Following the Court's order granting the Parties' Motion for
7 Preliminary Approval, the Parties and their counsel agree to make no comments to the media or
8 otherwise publicize the terms of the settlement on any social media or websites. This shall not
9 restrict Class Counsel from responding to inquiries posed by Class Members. Further, Class
10 Counsel may include the case name, number, and settlement information in declarations setting
11 out their qualifications as class counsel.

12 c. Named Plaintiff and Class Counsel agree to maintain the
13 confidentiality of any documents produced, formally or informally, during the course of the
14 Action. Named Plaintiff and Class Counsel agree to return to Defendants' counsel or destroy, at
15 their option, any information designated as confidential during the course of the Action,
16 including but not limited to any information and/or documents provided to Class Counsel for
17 purposes of mediation.

18 d. Defendants shall direct all inquiries by Class Members and /or
19 PAGA Members to the SA, which shall provide general information about the lawsuit, including
20 responding to questions about the lawsuit, by providing neutral information about the agreement
21 consistent with the Agreement.

22 70. Notices. All notices, requests, demands and other communications
23 required or permitted to be given pursuant to this Agreement shall be in writing, and shall be
24 delivered by First-Class U.S. mail to the attorneys listed in the caption above and the SA, with
25 additional copies to be sent via electronic mail.

71. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the Court, and supersedes any memorandum of understandings or prior agreement(s). This Agreement may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.

72. Ongoing Cooperation. Named Plaintiff and Defendants, and each of their respective counsel, shall cooperate in good faith to execute all documents and perform all acts necessary and proper to effectuate and implement the terms of this Agreement, including but not limited to drafting and submitting the motions for Preliminary and Final Approval, and defending the Agreement and Final Judgment against objections and appeals. Named Plaintiff shall, as necessary, properly and completely take all steps, including but not limited to submitting any required documents to the LWDA and take any other actions necessary to resolve the Released PAGA Claims pursuant to this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Agreement and the terms set forth herein.

73. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

74. Binding on Successors. This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives, including the Released Parties.

75. Entire Agreement. This Agreement constitutes the full, complete and entire understanding, agreement and arrangement between Named Plaintiff and the Class Members/PAGA Members on the one hand, and Defendants on the other hand, with respect to the Settlement of the Action and the Settled Claims and Settled PAGA Claims against the Released Parties, including Defendants. This Agreement supersedes any and all prior oral or written understandings, agreements and arrangements between the Parties with respect to the Settlement of the Action and the Settled Claims and Settled PAGA Claims against the Released Parties. Except those set forth and included expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the Settlement of the Action and the Settled Claims/Settled PAGA Claims against the Released Parties.

76. Execution in Counterparts. This Agreement may be signed in one or more counterparts by facsimile, electronic signature, or email. All executed copies of this Agreement, and photocopies thereof (including facsimile, electronic signature or email copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

77. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

78. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

79. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final Judgment, the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and California Rule of Court 3.769 for purposes of interpreting and enforcing the terms of this Agreement.

1 80. Mutual Preparation. The Parties have had a full opportunity to negotiate
2 the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed
3 more strictly against one Party than another merely by virtue of the fact that it may have been
4 prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
5 negotiations between the Parties, all Parties have contributed to the preparation of this
6 Agreement.

7 81. Warranties and Representations. With respect to themselves, each of the
8 Parties to this Agreement and/or their agents or counsel represent, covenant and warrant that
9 (a) they have full power and authority to enter into and consummate all transactions
10 contemplated by this Agreement and have duly authorized the execution, delivery and
11 performance of this Agreement, and (b) the person executing this Agreement has the full right,
12 power and authority to enter into this Agreement on behalf of the Party for whom he/she has
13 executed this Agreement, and the full right, power and authority to execute any and all necessary
14 instruments in connection herewith, and to fully bind such Party to the terms and obligations of
15 this Agreement, except that the Parties understand that the Named Plaintiff and Class Counsel
16 only have the power to bind Class Members and PAGA Members to the extent this Agreement
17 is approved by the Court.

18 82. Representation by Counsel. The Parties acknowledge that they have been
19 represented by counsel throughout all negotiations that preceded the execution of this
20 Agreement, and that this Agreement has been executed with the consent and advice of counsel.
21 Further, the Named Plaintiff and Class Counsel warrant and represent that there are no liens on
22 the Agreement and that after entry by the Court of the Final Judgment, Defendants, through the
23 SA, may distribute funds to Settlement Class Members, PAGA Members, Class Counsel, and the
24 Named Plaintiff as provided by this Agreement.

25 83. Authorization by Named Plaintiff. Named Plaintiff authorizes Class
26 Counsel to sign this Agreement and further agrees not to request to be excluded from the Class

and not to object to any terms of this Agreement. Any such Opt-Out Request or objection by
Named Plaintiff shall therefore be void and of no force or effect.

IT IS SO AGREED:

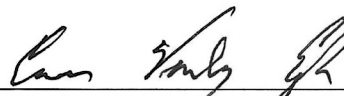
Dated: 4/4/2025

DocuSigned by:

401E6FE03436459

FELISA COVARRUBIAS GONZALEZ
Named Plaintiff/Class Representative

Dated: 2-11-2025


CASE VANDER EYK/CASE VANDER EYK DAIRY
Defendant

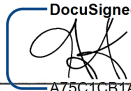
Dated: 2-11-2025


DAVID VANDER EYK/DAVID VANDER EYK
DAIRY
Defendant

APPROVED AS TO FORM ONLY:

Dated: 4/4/2025

SOLOUKI | SAVOY, LLP

BY: 
GRANT JOSEPH SAVOY, ESQ.
*Attorneys for FELISA COVARRUBIAS
GONZALEZ, on behalf of herself and all
others similarly situated*

Dated: Feb. 5, 2025

SAMUEL and SAMUEL

BY:



PETER F. SAMUEL, ESQ.

CARL R. SAMUEL, ESQ.

*Attorneys for Defendants CASE VANDER
EYK, dba CASE VANDER EYK DAIRY and
DAVID VANDER EYK, dba DAVID
VANDER EYK DAIRY*

Dated: _____

WANGER JONES HELSLEY PC

BY:

MICHAEL S. HELSLEY, ESQ.

GIULIO A. SANCHEZ, ESQ.

*Attorneys for Defendants CASE VANDER
EYK, dba CASE VANDER EYK DAIRY, a
Sole Proprietorship; and DAVID VANDER
EYK, dba DAVID VANDER EYK DAIRY*

1
2
3 Dated: _____
4

SAMUEL and SAMUEL

5 BY: _____

PETER F. SAMUEL, ESQ.
CARL R. SAMUEL, ESQ.
*Attorneys for Defendants CASE VANDER
EYK, dba CASE VANDER EYK DAIRY and
DAVID VANDER EYK, dba DAVID
VANDER EYK DAIRY*

6
7
8
9
10 Dated: 2/12/2025
11

WANGER JONES HELSLEY PC

12
13 BY: _____


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EYK, dba DAVID VANDER EYK DAIRY*