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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS
(UNLIMITED JURISDICTION)

JUAN C. SOLANO, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

DAVID BAKKER DAIRIES; DAVID
BAKKER, individually; JOSEPH BAKKER,
individually; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23C-0048

**DECLARATION OF ENRIQUE
MARTINEZ IN SUPPORT OF MOTION
FOR (1) PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT;
(2) PROVISIONAL CERTIFICATION OF
CLASS AND APPOINTMENT OF CLASS
COUNSEL; (3) APPROVAL OF FORM
AND METHOD OF CLASS NOTICE;
AND (4) THE SCHEDULING OF A
FINAL FAIRNESS HEARING**

Hon. Robert Shane Burns

Date: January 14, 2025

Time: 08:15 a.m.

Dept: 2

1 I, Enrique Martinez, declare as follows:

2 1. I am an attorney at law duly admitted to practice in the State of California. I am an
3 attorney with the Law Offices of Enrique Martinez in Oakland, California. I am co-counsel for the
4 Plaintiff and the Class in this action. I have personal knowledge of the facts set forth in this
5 declaration and could and would testify competently to them.

6 2. This case, *Juan C. Solano v. David Bakker Dairies, et al.*, was brought by Plaintiff
7 Juan C. Solano (“Named Plaintiff”) seeking overtime wages, meal and break wages,
8 reimbursement for work-related expenses, and other relief on behalf of himself and a putative class
9 of workers employed David Bakker Dairies dba Countryside Dairy, David Bakker and Joseph
10 Bakker (collectively “Defendants”). Plaintiff’s claims are based on the California Labor Code, the
11 California Business & Professions Code §§ 17200, et seq., and the California Private Attorney
12 General Act, Cal. Lab. Code § 2698, et seq. (“PAGA”). Plaintiff seeks relief for a class of non-
13 exempt employees who were employed by Defendants any time between February 17, 2019 to
14 June 7, 2024, excluding all of Defendants’ family members, office workers, and salaried
15 employees (“Settlement Class”). Parties believe the class size is approximately 119 class
16 members, reflecting the putative class list of workers within the class period that Defendants
17 provided to the Claims Administrator for the *Belaire-West* notice.

18 3. The Named Plaintiff propounded extensive discovery on the three Defendants,
19 including Special and Form Interrogatories. Based on Defendants’ payroll data and timecards, our
20 investigation, and interviews with the Named Plaintiff and many other class members, members of
21 the Settlement Class incurred work-related expenses without being reimbursed by Defendants.
22 Additionally, according to workers, they did not receive all of their overtime compensation or
23 adequate meal and rest periods.

24 4. Attached as **Exhibit 1** is a true and correct copy of the proposed settlement
25 agreement (“Settlement Agreement”), which includes: a proposed form of class notice (“Class
26 Notice”) (Exhibit 1A); a proposed form for class members to dispute their share of the settlement
27 proceeds (“Dispute Form”) (Exhibit 1B); and a proposed Implementation Schedule
28 (“Implementation Schedule”) (Exhibit 1C). In accordance with the Implementation Schedule,

1 Defendants will make the first payment of Two Hundred Thousand (\$200,000) within 30 days after
2 the signed Final Approval Order. The second payment of One Hundred Thousand (\$100,000) will
3 be paid three (3) months from the first payment. The last payment of One Hundred Ten Thousand
4 (\$110,000) will be paid three (3) months from the second payment. Under this payment schedule
5 the entire settlement will be funded within seven (7) months of the date the Court executes the
6 Final Approval Order. All payments will be deposited in the claims administrator's qualified
7 settlement fund ("QSF," i.e. interest-bearing trust account). Settlement Awards to the class and all
8 other payments will be made 30 days after Defendants make the complete payment of \$410,000.

9 5. The Settlement Agreement was reached after extensive, good faith, arms-length
10 negotiations including the help from an experienced mediator, Honorable Patrick J. O'Hara. The
11 mediation session took place on June 4, 2024.

12 6. The settlement was based on substantive information which allowed us to
13 adequately evaluate the strengths and weaknesses of the case. Defendants produced class member
14 documents—including payroll data, timecards and dates of employment pertaining to class
15 members. Defendants provided records for about 77 workers or approximately 65% of the putative
16 class. Our office also obtained information from class members to reasonably evaluate the alleged
17 violations. We gathered documents and interviewed many class members concerning unpaid
18 premiums for meal and rest periods, unpaid overtime wages and work-related expenses (boots and
19 aprons). According to our estimates, the maximum potential recovery for the primary claims of
20 meal and rest period violations is approximately \$1.5 million assuming the class was certified, and
21 certification was maintained through trial and judgment, all defense challenges to potential liability
22 were defeated, and plaintiffs recovered one hundred percent on this claim. The proposed \$410,000
23 settlement constitutes over 27% of this maximum amount for these underlying claims, not
24 including unreimbursed business expenses and overtime damages. The estimated amount owed for
25 the derivative claims of waiting time penalties, inaccurate paystubs, and for PAGA penalties is
26 approximately \$490,000. The PAGA allocation of \$10,000 proposed in this case is fair and
27 reasonable, and in the best interests of the Class. PAGA provides employees with a private right of
28 action against an employer in order to collect penalties on behalf of the state's Labor and

1 Workforce Development Agency (LWDA). However, PAGA requires that 75% of any penalties
2 collected under the statute be paid to the LWDA, and only 25% distributed to the aggrieved
3 employees. Section 2699(i) provides that, with irrelevant exceptions, “civil penalties recovered by
4 aggrieved employees shall be distributed as follows: 75% to the Labor and Workforce
5 Development Agency for enforcement of labor laws and education of employers and employees
6 about their rights and responsibilities under this code, to be continuously appropriated to
7 supplement and not supplant the funding to the agency for those purposes; and 25% to the
8 aggrieved employees.”

9 7. Other issues that would have been litigated in connection with class certification
10 include whether individual questions— such as whether putative class members were not provided
11 with rest periods and the amount each individual class member was owed —predominated over
12 common issues. While, again, Plaintiff disputes these arguments, their existence demonstrates the
13 risks and complexity of this case and must be considered in assessing the value of an early
14 settlement. In addition to the risks inherent in the litigation, delay would not be in the interests of
15 the class. An appeal would have led to further delay, meaning that the case could have lasted for
16 another three or more years.

17 8. Under the proposed Settlement, the average payment to the Class will be
18 approximately \$1,864.15. The settlement payments to the Class members will provide them with
19 substantial relief now, while avoiding the risks, uncertainties, and substantial delays in continued
20 litigation, especially any appeals or bankruptcy proceedings.

21 9. The Named Plaintiff assisted in the investigation of this case, gathered wage and
22 other information, contacted other Settlement Class members to seek their participation in the case,
23 and prepared for and participated in mediation. The Named Plaintiff believes he has undertaken
24 personal risks in serving as the driving force behind this lawsuit. He’s well aware work
25 opportunities are scarce and the proceedings in this case are a matter of public record. He fears that
26 he could be labeled a troublemaker for challenging his employers and he is willing to run this risk
27 for the benefit of not only himself, but his co-workers. Finally, he participated in a class action,
28 despite the economic difficulties he and his family face, because he wanted to pursue relief for the

1 entire class, not just himself. I believe that the requested service award of \$10,000 to the Named
2 Plaintiff is fair and reasonable considering all the circumstances.

3 10. I believe that both firms have represented and will continue to represent the best
4 interests of the class. We have engaged in thorough investigations of the facts and the applicable
5 law. We have many years of experience in handling class actions, other complex litigation, and
6 claims based on the same substantive law asserted in the action. We have committed and will
7 continue to commit the resources necessary to provide the class with quality representation. We
8 have represented thousands of other workers in lawsuits similar in size, scope, and complexity to
9 the present case, and have been appointed as class counsel in every prior case where they have
10 sought such appointment. Under the proposed Settlement Agreement, Plaintiff's counsel will
11 apply for an attorney's fee award of \$136,666.67, or 33.33% of the total settlement fund. We have
12 calculated our current lodestar fee of \$172,660 at rates reflecting those currently earned in the
13 marketplace. Thus, our lodestar exceeds our fee request by nearly \$36,000, reflecting a significant
14 negative multiplier. I was admitted to the California Bar in 2000 and my hourly rate is \$775. I
15 have spent 162.40 hours since August 2022 and expect to spend more hours in the future
16 responding to class member questions through the distribution process. Our paralegals have also
17 devoted 374.40 hours to the case, primarily working with the class data and handling calls from
18 class members. The hourly rate for our paralegals is \$125. The motion for attorneys' fees will be
19 set for hearing in conjunction with the Motion for Final Approval.

20 11. Counsel respectfully requests to be compensated for the costs in an amount of
21 \$24,000. Currently, the costs are \$23,943.14, but there will be additional filing fees and expenses.
22 In support of our request for fees and costs, we will present a more comprehensive discussion of
23 the applicable authorities supporting the requested costs.

24 12. In our opinion and experience, this case presents few, if any, individualized factual
25 issues. Common questions include the operative facts involving Defendants' standardized conduct,
26 which clearly appears to be uniformly applicable to the class as a whole, especially as to its failure
27 to provide adequate meal and rest periods. The applicable statutory bases for Plaintiff's claims are
28 all the same as to each class member.

1 13. The proposed class also consists of a large number of low-wage immigrant workers,
2 most of whom no longer work for Defendants, and whom are unlikely to have the means to finance
3 an individual lawsuit. This also means that the great majority of the proposed Class does not have a
4 great incentive to pursue individual litigation due to the relatively small amount owed to each of
5 them. Their claims, while clearly important to the workers themselves, are too small to justify the
6 cost for private counsel to file and prosecute a host of separate actions.

7 14. In our opinion, the \$410,000 offered by Defendants to settle this case is fair and
8 reasonable. The settlement will provide significant cash payments to the class members, and
9 provide them with substantial relief now, while avoiding the risks, uncertainties, and substantial
10 delays in continued litigation. After all of the costs and fees, the class members will share in the
11 sum of \$221,833.33 resulting in an average recovery of approximately \$1,864.15 per person.

12 15. I graduated from Yale University in 1995 and from UCLA Law School in 1999. I
13 have extensive knowledge of employment litigation throughout California in both federal and state
14 courts. I began my legal career at Lieff, Cabraser, Heimann & Bernstein in San Francisco working
15 primarily on civil rights and employment class actions. I have litigated dozens of wage and hour
16 class actions involving overtime, meal periods, unreimbursed business expenses, unlawful
17 deductions, and other California Labor Code violations, leading to favorable statewide class action
18 and nationwide collective action settlements that have recouped millions of dollars in unpaid wages
19 and penalties. Throughout my career, my practice has focused on labor and employment law, and I
20 have primarily represented of low-wage and immigrant workers. I am a member of the California
21 Employment Lawyers Association (CELA) and a former chair of CELA's Immigrant Employment
22 Rights Committee. I also have served on various non-profit organizations' boards and am a past
23 president of La Raza Centro Legal in San Francisco. I am a frequent speaker on employment
24 matters at the Mexican Consulates and at statewide and nationwide conferences for CELA and the
25 National Employment Lawyers Association (NELA).

26 16. The proposed *cy pres* recipient, Community Services Employment Training
27 (CSET)-Family Resources Centers, provides services to Central Valley residents, including
28 putative class members and their families. The organization provides accessible services and

1 referrals to families so that they can become self-sufficient and their children can excel in school,
2 which reflects the composition of the class. I am not involved with the governance of Community
3 Services Employment Training (CSET)-Family Resources Centers nor have I ever worked for the
4 proposed *cy pres* recipient.

5 17. **SETTLEMENT ADMINISTRATOR.** The proposed settlement administrator is
6 CPT Group, Inc. (“CPT,” www.cptgroup.com), which has been assisting in class actions since
7 1984. We have used CPT a number of times over the past years. We believe that CPT’s notice
8 process and claims administration complied with the terms of the settlements and were thorough,
9 timely, and accurate. We believe CPT is the best choice given the lower cost of administration
10 compared to other administrators we have used in the past and given the quality of CPT’s work.
11 Also, CPT did an excellent job handling the *Belaire-West* privacy notice in this case last year.

12 18. We believe that the methods of notice and claims payment detailed in the proposed
13 Settlement Agreement are the best practicable methods. They are based on our prior experience
14 with class and collective action settlements and communications with CPT about the most effective
15 methods. We believe the anticipated administration costs of \$7,500 are reasonable.

16 19. For all of these reasons, based on the experience we have had in prosecuting cases
17 involving wage/hour law and class action litigation, and based on our investigation and assessment
18 of this case, we believe this Settlement Agreement is fair and reasonable. We respectfully request
19 that the Court grant preliminary approval.

20 20. Regarding the proposed *cy pres* recipient, Community Services Employment
21 Training (CSET)-Family Resources Centers, I have never been involved with CSET in any way,
22 including its governance and work.

23 21. **LWDA NOTICE.** Upon filing the documents in support of Plaintiffs’ Motion for
24 Preliminary Approval with this Court, my office will electronically file them with the LWDA for
25 purposes of the PAGA. We will then file a Proof of Service.

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

3 Executed this December 5, 2024 in Oakland, California

4 By: Enrique Martinez
5 Enrique Martinez
6 Attorney for Plaintiff and Putative Class
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Index of Exhibits

Description	Location
Proposed Settlement Agreement	Exhibit 1 to Declaration of Enrique Martinez
Proposed Form of Class Notice	Exhibit 1A to Declaration of Enrique Martinez
Proposed Dispute Form	Exhibit 1B to Declaration of Enrique Martinez
Proposed Implementation Schedule	Exhibit 1C to Declaration of Enrique Martinez

EXHIBIT 1

SETTLEMENT AGREEMENT

Subject to final approval of the Court, this Settlement Agreement is made and entered into by and between (1) JUAN C. SOLANO (“Plaintiff”), individually and on behalf of all members of the Settlement Class defined in Paragraph 22 of this Agreement, and (2) DAVID BAKKER DAIRIES dba Countryside Dairy; DAVID BAKKER, individually; and JOSEPH BAKKER, individually (collectively “Defendants”). This Settlement Agreement sets forth the Parties’ Class Action Settlement in the amount of Four Hundred Ten Thousand Dollars (\$410,000) to resolve all claims of the Settlement Class, as detailed below.

DEFINITIONS

As used herein, the following terms shall have the following meanings:

1. **“Agreement”** or **“Settlement Agreement”** means this Class Action Settlement Agreement and Release, including the attached Exhibits.
2. **“Aggrieved Employees”** means all individuals who are or previously were employed by Defendants in California who were classified as non-exempt employees at any time during the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) Period.
3. **“Claims Administrator”** means CPT Group, Inc.
4. **“Class Action”** means the civil action styled *Juan C. Solano v. David Bakker Dairy, et al.*, which was filed in Kings County Superior Court, Case No. 23C-0048.
5. **“Class Counsel”** means the Law Offices of John E. Hill and Law Offices of Enrique Martinez.
6. **“Class Notice”** means the notice of the proposed Settlement Agreement to be directed to members of the Settlement Class pursuant to the terms of the Preliminary Approval Order. The Class Notice shall be substantially in the form of **Exhibit A** hereto.
7. **“Class Period”** means February 17, 2019 to June 7, 2024.
8. **“Court”** means the Superior Court of the State of California, County of Kings.
9. **“Defendants”** means DAVID BAKKER DAIRIES; DAVID BAKKER, individually, and JOSEPH BAKKER, individually.
10. **“Effective Date”** means the date on which Defendants fully pay the Settlement Fund of \$410,000.
11. **“Eligible Class Member”** means a member of the Settlement Class who is eligible to receive a Settlement Award pursuant to the Settlement Agreement.
12. **“Implementation Schedule”** means a chart listing the dates and deadlines set forth

within this Agreement to implement the Settlement. The Implementation Schedule is attached as **Exhibit C** hereto.

13. **“Named Plaintiff”** means JUAN C. SOLANO.

14. **“Net Settlement Fund”** means the amount remaining in the Settlement Fund after payments are made to the Claims Administrator, Labor and Workforce Development Agency (LWDA) for the PAGA payment, Named Plaintiff, and Class Counsel as provided in this Settlement Agreement.

15. **“Order and Final Judgment”** means the final judgment and order of dismissal with prejudice to be entered by the Court.

16. **“PAGA Period”** means the period of time from December 13, 2021 to June 7, 2024.

17. **“Parties”** means the Named Plaintiff and Defendants.

18. **“Preliminary Approval Order”** means the order to be entered by the Court upon the Named Plaintiff’s motion, preliminarily approving the Settlement Agreement and authorizing the Class Notice.

19. **“Settled Claims”** means causes of action against Defendants alleged in Plaintiff’s Complaint filed on February 17, 2023: (i) failure to pay overtime wages; (ii) failure to permit and authorize adequate rest periods; (iii) failure to provide adequate meal periods; (iv) failure to indemnify for necessary work-related expenses; (v) failure to pay wages due to former employees; (vi) failure to furnish accurate wage statements; (vii) failure to provide access to employee payroll and personnel records; (viii) unlawful business practices; and (ix) statutory penalties under the Private Attorney General Act (PAGA). Settled claims also include claims that could have been brought against Defendants based on the factual allegations contained in their Complaint and/or letter to the Labor Workforce Development Agency (“LWDA”).

20. **“Released Parties”** means Defendants and their present and former parent companies, subsidiaries, divisions, affiliates, clients, all related companies, joint ventures, and each of their respective present and former officers, directors, owners, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, representatives, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, general and limited partners, predecessors, successors heirs and assigns.

21. **“Settlement Award”** means the gross payment that each Eligible Class Member shall be entitled to receive under the terms of the Settlement Agreement.

22. **“Settlement Class”** means all persons who have been employed as non-exempt employees at Defendants’ dairy facilities in California any time between February 17, 2019 to June 7, 2024, excluding all of Defendants’ family members, office workers, and salaried employees. The Parties estimate a class size of approximately 119 class members.

23. **“Settlement Fairness Hearing”** means the hearing to follow appropriate notice to the Settlement Class and an opportunity for members of the Settlement Class to object to the settlement, at which time the Parties will request that the Court approve the fairness, reasonableness and adequacy of the terms and conditions of the proposed settlement, enter the Order and Final Judgment, and take other appropriate action.

24. **“Settlement Fund”** means the \$410,000.00 to be paid by Defendants under the terms of this Settlement Agreement. The Parties understand and agree that this amount does not include the employer’s share of payroll taxes, which Defendants will pay to the Claims Administrator upon request.

RECITALS

25. On February 17, 2023, the Named Plaintiff, individually and on behalf of a purported class of similarly situated individuals, commenced an action against Defendants in the Superior Court of the State of California, County of Kings, entitled *Juan C. Solano v. David Bakker Dairies, et al.*, Case No. 23C-0048. In this Class and PAGA representative Action, the Named Plaintiff alleged causes of action against Defendants based on alleged: (i) failure to pay overtime wages; (ii) failure to permit and authorize adequate rest periods; (iii) failure to provide adequate meal periods; (iv) failure to indemnify for necessary work-related expenses; (v) failure to pay wages due to former employees; (vi) failure to furnish accurate wage statements; (vii) failure to provide access to employee payroll and personnel records; (viii) unlawful business practices; and (ix) statutory penalties under the Private Attorney General Act (PAGA). In support of the causes of action set forth in the pleadings, the Named Plaintiff alleges that Defendants breached various statutory duties and obligations to the Named Plaintiff and members of the Settlement Class in connection with services provided by those individuals to Defendants.

26. Defendants deny Named Plaintiff’s allegations and further deny that they have committed any illegal or wrongful acts. Defendants contend that Named Plaintiff and all members of the Settlement Class were treated lawfully and compensated correctly in every respect. Defendants deny that they harmed such persons in any manner, or that they owe such persons any amounts whatsoever.

27. Plaintiff filed a motion for class certification, but the Parties reached this agreement prior to Defendants' response.

28. Since its initial filing, the Parties have engaged in formal and informal discovery and investigation and made repeated efforts to resolve the case. On June 4, 2024, Defendants and the Named Plaintiff participated in a mediation before an experienced mediator, Honorable Patrick J. O'Hara. The mediation included extensive discussion and examination of the Parties' respective positions on the legal and factual issues raised by the Class Action.

29. The Named Plaintiff recognizes the expense and length of proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. The Named Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. The Named Plaintiff is also aware of the burdens of proof necessary to establish liability and Defendants' defenses thereto. The Named Plaintiff has also considered the settlement negotiations conducted in the Class Action to date, the substantial information provided through formal and informal discovery, and the payroll and timecard information provided by Defendants. Based on the foregoing, the Named Plaintiff has determined that this Settlement Agreement is a fair, adequate, and reasonable settlement, and that it is in the best interests of the Settlement Class.

30. Defendants have concluded that any further defense of the Class Action would be protracted and expensive. Substantial amounts of time, energy and resources of Defendants have been spent and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted in the Class Action. Defendants have, therefore, agreed to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the claims as set forth in the Class Action.

NOW, THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the undersigned, that in consideration of the covenants and agreements set forth herein, Named Plaintiff, the Class, and Defendants, themselves and through their undersigned counsel, agree to the settlement of this Class Action, subject to Court approval, under the following terms and conditions. This settlement contemplates the entry of an Order of Preliminary Approval of a Class Action Settlement and entry of a Final Order Approving Settlement of Class Action.

BASIC SETTLEMENT TERMS

31. It is hereby agreed, by and between the Named Plaintiff and Defendants, through their respective counsel of record, and subject to the approval of the Court, in consideration of

the benefits inuring to the Parties hereto, and without admission of any liability or wrongdoing whatsoever by Defendants, that on the Effective Date, each member of the Settlement Class shall be deemed to have jointly and severally released and forever discharged Released Parties from any and all Settled Claims.

32. The Named Plaintiff, individually and on behalf of himself only, agrees to release Defendants from any and all claims they may have against Defendants based on any events occurring up to the Effective Date of the Settlement, whether those claims are known or unknown, except for claims that may not be released as a matter of law. The Named Plaintiff represents and agrees that he has read and fully understands the statutory language of section 1542 of the Civil Code of the State of California and on that basis expressly and specifically waive all rights under said statute, which reads as follows:

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

The Named Plaintiff waives and relinquishes any rights or benefits which he has had or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or non-statutory law of any other jurisdiction, to the full extent that they may lawfully waive all such rights and benefits pertaining to the subject matter of this Settlement Agreement.

33. If, notwithstanding this Settlement Agreement, a claim or cause of action is brought or asserted by or on behalf of the Named Plaintiff and/or any member of the Settlement Class based on a Settled Claim, the Parties agree that the payment of a Settlement Award to an Eligible Class Member shall constitute full satisfaction of Defendants' liability with respect to any Settled Claim relating to that Eligible Class Member within the Class Period. As of date the Defendants pay the Settlement Fund, all Class Members who do not timely opt-out of the Settlement will release and discharge the Released Parties from any and all applicable claims, demands, rights, debts, obligations, guarantees, costs, expenses, attorney's fees, wages, liquidated damages, statutory damages, penalties including civil and statutory, liabilities, damages, and/or causes of action which arise out of the allegations stated in the Complaint which arose during the Class Period, as well as any claims under PAGA predicated on the claims stated in the Complaint and Plaintiff's letter to the LWDA which arose during the PAGA Period. The Released Parties shall

receive a release from the Aggrieved Employees of all PAGA claims pled or that could have been pled based on the factual allegations contained in the operative complaint and PAGA letter sent by Plaintiff to the LWDA that occurred during the PAGA Period (“Released PAGA Claims”). The claims in Plaintiff’s PAGA letter to the LWDA were the same as in the Complaint and included: failure to pay overtime wages; failure to permit and authorize adequate rest and meal periods; failure to indemnify for necessary work-related expenses; failure to pay wages due to former employees; failure to furnish accurate wage statements; failure to provide access to employee payroll & personnel records; unlawful business practices; statutory penalties under the Private Attorney General Act (PAGA); and attorneys’ fees and costs. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

34. Subject to Court approval and the conditions specified herein, and in exchange for the release of all Settled Claims by members of the Settlement Class, a common fund in the amount of Four Hundred Ten Thousand Dollars (\$410,000) shall be established to fund the Parties’ settlement and will be paid to the Claims Administrator for this purpose by Defendants.

35. Before any Settlement Awards are paid to Eligible Class Members, deductions from the common fund shall be made for (i) the service payment to Named Plaintiff specified in this Settlement Agreement, (ii) the award of attorneys’ fees and costs to Class Counsel specified in this Settlement Agreement, (iii) all costs of settlement administration, and (iv) PAGA payment to the LWDA. The balance remaining in the common fund after these deductions are made shall constitute the Net Settlement Fund.

36. The settlement amount of Four Hundred Ten Thousand Dollars (\$410,000) shall be payable by Defendants in three (3) payments. Defendants will make the first payment of Two Hundred Thousand (\$200,000) within 30 days after the signed Final Approval Order. The second payment of One Hundred Thousand (\$100,000) will be paid three (3) months from the first payment. The last payment of One Hundred Ten Thousand (\$110,000) will be paid three (3) months from the second payment. Under this payment schedule the entire settlement will be funded within seven (7) months of the date the Court executes the Final Approval Order. All payments will be deposited in the claims administrator’s qualified settlement fund (“**QSF**,” i.e. interest-bearing trust account). In the event Defendants fail to make any of the payments, Plaintiff agrees to give Defendants written notice of any default pursuant to the notice procedure contained in Section 58, below, and Plaintiff agrees not to take other action to cause an order or

judgment to be entered in connection with this lawsuit until after seven (7) days have elapsed from the date such notice has been received by Defendants' attorneys Catherine Houlihan and Patrick S. Moody, or another attorney of Barsamian & Moody. During this seven (7) day period, Defendants shall have the right to cure any default in their performance. If Defendants fail to cure any default during the seven (7) day-period, Plaintiff will file the Stipulation for Entry of Judgment. If Plaintiffs must take action with the Court to enforce the settlement agreement, Defendants will pay Plaintiffs' attorneys fees and costs.

37. The Claims Administrator shall make the following distributions for a total of \$410,000: (1) thirty (30) days after receiving the first payment of Two Hundred Thousand (\$200,000), the Claims Administrator will pay itself, the Named Plaintiff's service award, and the PAGA payment to the LWDA; (2) thirty (30) days after receiving the second payment of One Hundred Thousand (\$100,000), the Claims Administrator will pay the Settlement Awards and PAGA payments to the Aggrieved Employees; and (3) thirty (30) days after receiving the third payment of One Hundred Ten Thousand (\$110,000), the Claims Administrator will pay the attorneys' fees and costs. In addition, any tax refunds received relating to the un-cashed checks, along with any funds from checks that are not cashed within 180 days of the disbursement, will be distributed to the *cy pres* recipient included in paragraph 46.

38. Consistent with the timeline in paragraph 37, the Claims Administrator shall pay from the common fund the following amounts:

38.1 Class Counsel. Subject to Court approval, the Claims Administrator shall pay from the common fund the gross sum of One Hundred Thirty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$136,666.67) to Class Counsel as attorneys' fees for prosecution of the Class Action against Defendants. In addition, the Claims Administrator shall pay from the common fund to Class Counsel the costs incurred in connection with prosecution of the Class Action in an amount not to exceed Twenty-Four Thousand Dollars (\$24,000). In the event the Court reduces, modifies or does not approve the above-referenced fees or costs, Plaintiff and Class Counsel shall not have the right to revoke this agreement or this settlement and it will remain binding. If the Court does not approve the requested payments to Class Counsel, then Class Counsel shall be paid from the common fund the amount of attorneys' fees and costs approved by the Court.

38.2 Named Plaintiff. The Claims Administrator shall pay from the Common Fund the service award of \$10,000 to the Named Plaintiff. The payment shall cause an IRS Form 1099 to

be issued to the individual in that amount. The service payment is to compensate him for the additional efforts he undertook on behalf of the class which have rebounded to the benefit of the entire class. In addition, Named Plaintiff shall be eligible to receive his proportionate share of the Net Settlement Fund through his receipt of Settlement Awards calculated in accordance with this Settlement Agreement. In the event the Court reduces, modifies or does not approve the above-referenced payment, Plaintiff and Class Counsel shall not have the right to revoke this agreement or this settlement and it will remain binding.

38.3 Claims Administration. The Claims Administrator shall pay itself Seven Thousand Five Hundred Dollars (\$7,500) from the common fund for the costs of claims administration. In the event the Court reduces, modifies or does not approve the above-referenced payment, Plaintiff and Class Counsel shall not have the right to revoke this agreement or this settlement and it will remain binding.

39. Consistent with the timeline in paragraph 37, the Claims Administrator shall pay from the Net Settlement Fund amounts calculated in accordance with the following allocations and eligibility and settlement formula requirements:

39.1 Net Settlement Fund Allocations. The Parties agree that the Net Settlement Fund shall be allocated in the following manner:

- (a) Ten percent (10%) shall be allocated to the settlement of class claims for unpaid wages.
- (b) Ninety percent (90%) shall be allocated to the settlement of class claims for statutory penalties and interest.
- (c) Ten Thousand Dollars (\$10,000) shall be allocated to the settlement of PAGA claims, which will come from the penalties' allocation.

39.2 PAGA Payment to the LWDA. The Parties will seek approval from the Court for the PAGA Payment of Ten Thousand Dollars (\$10,000) out of the Settlement Fund, which shall be allocated 75% (\$7,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$2,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. In the event the Court reduces or modifies the above-referenced PAGA allocation, Plaintiff and Class Counsel shall not have the right to revoke this agreement or this settlement and it will remain binding. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below,

whether they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings and shall be reported on IRS Form 1099.

39.3 Eligible Class Members. The Claims Administrator shall pay Settlement Awards from the remainder of the Net Settlement Fund to Eligible Class Members who do not opt-out of the Settlement Class. The Claims Administrator shall calculate the number of individual Settlement Awards based on the number of pay periods worked by the Class Member. The Claims Administrator will calculate the total number of pay periods for the Class and divide that number by the Net Settlement Fund amount (not including the PAGA portion) to determine the amount that will be paid to Class Members for each pay period. Class Members will then be paid based on the number of their respective pay periods worked. The PAGA portion paid to the Aggrieved Employees within the PAGA period will be similarly calculated. The Claims Administrator will divide the total PAGA amount by the total pay periods within the PAGA period to determine the value of each pay period, and pay Aggrieved Employees based on the number of pay periods worked. Payments to Eligible Class Members and Aggrieved Employees will be sent to them no later than the date or dates specified in the Implementation Schedule.

40. The portion of any Settlement Award that is allocable to the settlement of claims for unpaid wages under the terms of this Settlement Agreement shall be paid through the Claims Administrator in a net amount after applicable state and federal tax withholdings, and any other deductions required by state and local law. The Claims Administrator shall cause an IRS Form W-2 to be issued with respect to the portion of any Settlement Award that is allocable to the settlement of claims for unpaid wages under the terms of this Settlement Agreement. In addition, the Claims Administrator shall cause IRS Form 1099 to be issued with respect to the portion of any Settlement Award that is allocable to the settlement of claims for statutory penalties and interest under the terms of this Settlement Agreement.

41. The Claims Administrator shall have the responsibility for determining eligibility for and the gross and net amounts of any Settlement Awards for Eligible Class Members, and the gross and net amount of the service payment to Named Plaintiff.

42. On the date specified by the Implementation Schedule, the Claims Administrator shall provide Counsel with (i) employee identification numbers of all Eligible Class Members who the Claims Administrator has determined shall receive Settlement Awards and, for each such Eligible Class Member (ii) the gross and net amount of that portion of his or her Settlement

Award allocable to the settlement of claims for unpaid wages under this Settlement Agreement, and (iii) the gross and net amount of that portion of his or her Settlement Award allocable to the settlement of claims for statutory penalties and interest under this Settlement Agreement. This information shall be used to manage the notice and claims process and shall remain confidential, except for counsel for the Parties and applicable taxing authorities, or pursuant to express written authorization of the individual in question, or by order of the Court.

43. Defendants and their attorneys agree not to oppose any application for attorneys' fees or costs by Class Counsel so long as it is made in accordance with this Settlement Agreement. Any attorneys' fees or costs incurred in connection with prosecution of the Class Action against Defendants payable under this Settlement Agreement and upon approval of the Court shall be paid to Class Counsel by the Claims Administrator from the common fund no later than the date or dates specified in the Implementation Schedule.

44. The Parties agree that the Claims Administrator shall arrange for the opening of a qualified settlement fund (QSF) to and from which the Settlement Fund will be paid. The Claims Administrator shall have exclusive control over the trust account subject to and consistent with the terms of this Settlement Agreement. All interest earnings on the trust account shall accrue to the common fund, and all taxes owed on such interest earnings shall be paid by the Claims Administrator from the common fund. All common fund amounts to be paid by Defendants under the terms of this Settlement Agreement shall be wire transferred to the trust account or paid via a written check by the dates specified in paragraph 36 of this Agreement and no later than the date or dates specified in the Implementation Schedule. The Claims Administrator shall be responsible for providing Defendants with the trust account information necessary to effectuate any wire transfer of funds required by this Settlement Agreement.

45. No person or entity shall have any claim against Defendants or any of the Released Parties, the Named Plaintiff, the Settlement Class, or Class Counsel based on the distribution or payment made in accordance with this Settlement Agreement.

46. Should any portion of the class member common fund remain in the trust account after the distribution and check cashing deadline has expired, said amount shall be distributed to Community Services Employment Training (CSET)- Family Resources Centers, as a *cy pres* recipient.

47. If the proposed Settlement is not approved by the Court and the basis for the Court's disapproval of the proposed Settlement does not involve a material term of this

Settlement Agreement, then the Parties shall make good faith efforts to modify the settlement to gain the Court's approval. If the Parties are unable to modify the settlement to gain the Court's approval, then the Class Action shall proceed with respect to the Parties as if there had been no settlement, and any monies deposited by Defendants into the QSF shall be returned to Defendants with any accrued interest.

48. The Named Plaintiff and Defendants agree that the dates established within this Agreement and also set forth in the Implementation Schedule shall govern implementation of this Settlement, and that these dates shall only be continued based on (i) the mutual consent of counsel for the Parties, or (ii) unavoidable delays due to the Court's schedule, and, then, only to the extent of those delays, or (iii) by order of the Court on its own motion or on the application or motion of any of the Parties.

CLASS NOTICE AND SETTLEMENT FAIRNESS HEARING

49. As part of this Settlement Agreement, the Parties agree to the following procedures for obtaining the Court's preliminary approval of this Settlement Agreement, notifying the Settlement Class, obtaining final Court approval of this Settlement Agreement, and processing the Settlement Awards.

50. Solely for the purposes of this Settlement Agreement, the Named Plaintiff shall request the Court to enter an order preliminarily approving the proposed settlement and setting a date for the Settlement Fairness Hearing. In conjunction with that request, the Named Plaintiff shall submit this Settlement Agreement and supporting papers, which shall set forth the terms of this Settlement Agreement and shall include the proposed forms of all notices and other documents that are necessary to implement this Settlement Agreement.

50.1. Notice of the settlement shall be provided to the Settlement Class, and members of the Settlement Class shall submit any objections to the settlement, using the following procedures:

50.2(a). On the date specified in the Implementation Schedule, Defendants' counsel shall provide the Claims Administrator a list of all members of the Settlement Class, their last known addresses, telephone numbers, and social security or individual taxpayer identification numbers. The Claims Administrator shall be responsible for preparing, printing and mailing to members of the Settlement Class the Class Notice attached hereto as **Exhibit A** and the Form for Disputing Estimated Settlement Payment ("Dispute Form") attached hereto as **Exhibit B**. A Spanish language translation (prepared by the Claims Administrator) of all materials mailed to

members of the Settlement Class by the Claims Administrator shall be included as a part of the same mailing.

50.2 (b). On the date specified in the Implementation Schedule, the Claims Administrator shall send an English and Spanish language copy of the Class Notice in the form attached hereto as **Exhibit A** (including the Dispute Form attached hereto as **Exhibit B**), to members of the Settlement Class via First Class regular U.S. mail, postage prepaid, using the most current mailing address information available. For any Class Notice returned to the Claims Administrator as non-deliverable within thirty (30) days of the original mailing date, the Claims Administrator shall make prompt and reasonable efforts to locate the person involved, using appropriate search methods, including address database searches. Efforts to locate updated addresses for returned notices should continue throughout the notice period. If new address information is obtained, the Claims Administrator shall promptly re-mail the Class Notice to the addressee via First Class regular U.S. mail, postage prepaid, using the new address. If the Claims Administrator is unable to obtain new address information with regard to any Class Notice returned as non-deliverable within forty-five (45) days following the original mailing date, or if a Class Notice is returned as non-deliverable more than forty-five (45) days following the original mailing date, the Claims Administrator shall be deemed to have satisfied its obligation to provide the Class Notice to the affected member of the Settlement Class through the original mailing. In the event the procedures in this paragraph are followed and the intended recipient of the Class Notice does not receive the Class Notice, the intended recipient shall nevertheless remain a member of the Settlement Class and shall be bound by all the terms of this Settlement Agreement and the Order and Final Judgment.

50.2 (c). The Class Notice shall provide that those members of the Settlement Class who wish to object to or opt-out of the settlement need to mail, fax and/or email to the Claims Administrator a written statement objecting to or opting-out of the settlement. Such a written statement must be postmarked, faxed, and/or emailed no later than 60 days from the date the Claims Administrator mails the Class Notice. Settlement Class members who receive a re-mailed notice from the Claims Administrator will have an additional 15 days to object or opt-out of the settlement. Class Members who opt-out will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request to opt-out.

50.2(d). At no time shall any of the Parties or their counsel seek, solicit or otherwise encourage, directly or indirectly, members of the Settlement Class to submit written objections to the settlement, or to appeal from the Order and Final Judgment.

50.2 (e). A Settlement Fairness Hearing shall be conducted as set by the Court, to determine final approval of the settlement along with the amounts properly payable for (i) attorneys' fees and costs, including all costs of claims administration, and (ii) the service payments to each of the Named Plaintiffs. The Court will hear from any class member who attends the Settlement Fairness Hearing and asks to speak regarding their objection, regardless of whether they also submitted a written objection or a notice of intent to appear at the hearing. Upon final approval of the settlement by the Court at or after the Settlement Fairness Hearing, the Parties shall present the Order and Final Judgment to the Court for its approval and entry. After entry of the Order and Final Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing the terms of this agreement, settlement administration matters, and such post-final judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

50.2 (f). All members of the Settlement Class shall be eligible to receive a Settlement Award. Settlement Awards shall be paid pursuant to the settlement formula set forth herein no later than the date specified in the Implementation Schedule, to the Class Settlement Fund. The Claims Administrator shall initially determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement, which shall be conclusive, final and binding on all Parties, including all members of the Settlement Class, subject to review by Counsel for the Parties and approval by the Court. Any checks reflecting Settlement Awards shall remain valid and negotiable for 180 days from the date of their issuance and may thereafter automatically be voided if not cashed by an Eligible Class Member within that time, at which time the Eligible Class Member's claim shall be deemed void and of no further force and effect. The funds from any Settlement Award checks issued in the distribution that are voided pursuant to this paragraph shall be paid to the *cy pres* recipient within thirty (30) days of the expiration date of the Settlement Award checks. (See ¶¶ 37 and 46.) Upon completion of the administration of the settlement, the Claims Administrator shall provide written certification of such completion to Counsel for the Parties.

50.2 (g). The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to facilitate the administration of the settlement.

50.2 (h). In the event an appeal is filed from the Court's Order and Final Judgment, or any other appellate review is sought prior to the Effective Date, administration of the settlement shall be stayed pending final resolution of the appeal or other appellate review.

50.2 (i). The Claims Administrator shall keep Class Counsel apprised of all distributions from the trust account and, upon completion of the administration of the settlement the Claims Administrator shall provide written notice of such completion to Counsel for the Parties.

51. The terms of this Settlement Agreement include the terms set forth in any of the attached Exhibits, which are incorporated by this reference as though fully set forth herein. The Exhibits to this Settlement Agreement are an integral part of this Settlement Agreement. Except as set forth in the Exhibits to this Settlement Agreement, in the event of any conflict between this Settlement Agreement and the Exhibits, the terms of this Settlement Agreement shall control.

52. The Parties agree to hold all proceedings in the Action, except such proceedings as may be necessary to implement and complete this Settlement Agreement, in abeyance pending the Settlement Fairness Hearing to be conducted by the Court.

53. This Settlement Agreement, as approved by the Court, may be amended or modified only by a written instrument signed by Class Counsel on behalf of the Settlement Class, and Defendants or their successors-in-interest, and as approved by the Court.

54. This Settlement Agreement constitutes the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

55. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate the terms hereof, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their respective counsel shall cooperate with each other and use their best efforts to effect the implementation of this Settlement Agreement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties agree to seek the assistance of the Court to resolve such disagreement.

The person signing this Settlement Agreement on behalf of each of the Defendants represents and warrants that he or she is authorized to sign this Settlement Agreement on behalf of such Defendant.

56. This Settlement Agreement shall be binding upon, and insure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

57. All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

58. All notices and other communications to be provided or made to the Parties and/or Counsel for the Parties by the Claims Administrator under the terms of this Settlement Agreement shall be e-mailed or mailed via guaranteed next business day delivery, postage prepaid, addressed as follows:

Class Counsel

Enrique Martínez, Esq.

LAW OFFICES OF ENRIQUE MARTINEZ

360 Grand Avenue #141

Oakland, CA 94610

emartinez15@comcast.net

John E. Hill, Esq.

LAW OFFICES OF JOHN E. HILL

333 Hegenberger Road, Ste. 500

Oakland, CA 94621

Counsel for Defendants

Patrick Moody, Esq.

Catherine M. Houlihan, Esq.

BARSAMIAN & MOODY

1141 W. Shaw Avenue #104

Fresno, CA 93711

choulihan@theemployerslawfirm.com

pmoody@theemployerslawfirm.com

59. This Settlement Agreement may be executed in one or more counterparts and by scanned or facsimile signatures (which shall be deemed originals). All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves signed counterparts.

60. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement Agreement through good faith negotiations, taking into account all relevant factors, present and potential.

61. The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of the Court's interpreting, implementing and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

62. Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made of this Settlement Agreement, the same shall not be construed against any of the Parties.

63. The Named Plaintiff agrees to sign this Settlement Agreement and by signing this Settlement Agreement is bound by the terms herein stated and further agree not to object to any of the terms of this Settlement Agreement.

64. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Eligible Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. Each Party has relied on its own independent tax counsel for advice in connection with the tax implications of this Settlement Agreement.

65. The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of the Court's interpreting, implementing and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

NAMED PLAINTIFF

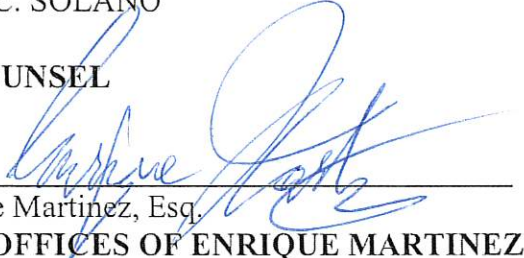
Dated: 11/19/2024



JUAN C. SOLANO

CLASS COUNSEL

Dated: 11/19/2024

By: 
Enrique Martinez, Esq.
LAW OFFICES OF ENRIQUE MARTINEZ

DEFENDANTS

Dated: 11/21/2024

By: 
David Bakker (Nov 21, 2024 12:31 PST)
DAVID BAKKER DAIRIES

Dated: 11/21/2024

By: 
David Bakker (Nov 21, 2024 12:31 PST)
DAVID BAKKER, an individual

Dated: 11/20/2024

By: 
Joseph Bakker (Nov 20, 2024 23:04 PST)
JOSEPH BAKKER, an individual

COUNSEL FOR DEFENDANTS

Dated: 11/21/2024

By: 
Catherine M. Houlihan, Esq.
BARSAMIAN & MOODY

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF KINGS
Juan C. Solano v. David Bakker Dairies, et al. – Case No. 23C-0048

The Court authorized this notice. This is not a solicitation from a lawyer.

You may be entitled to money from a class action settlement if you were employed by David Bakker Dairies dba Countryside Dairy, David Bakker and Joseph Bakker at any time from February 17, 2019 to June 7, 2024.

There is a proposed class action settlement (“Settlement”) to resolve a lawsuit alleging that David Bakker Dairies dba Countryside Dairy, David Bakker and Joseph Bakker (“Defendants”) violated California employment laws. The Court has preliminarily approved the Settlement. Payments will only be issued, however, if the Court grants final approval of the Settlement.

THIS NOTICE IS TO INFORM YOU ABOUT:

- A PROPOSED SETTLEMENT OF THIS CLASS ACTION LAWSUIT;
- YOUR RIGHT TO RECEIVE A SHARE OF THE SETTLEMENT FUNDS;
- YOUR RIGHT TO CHALLENGE THE DATES USED TO COMPUTE YOUR SHARE;
- YOUR RIGHT TO FILE WITH THE COURT ANY OBJECTIONS YOU MAY HAVE TO THE SETTLEMENT; AND,
- YOUR RIGHT TO OPT OUT OF THE SETTLEMENT.

1. If I decide to participate and want to receive money, what must I do?

You do not have to do anything to receive a payment. The settlement of class claims automatically includes participants unless they affirmatively exclude themselves from the settlement (“opt out”).

2. Why did I get this Class Notice?

Defendants’ records show that you were employed at some time from February 17, 2019 to June 7, 2024 as a non-exempt dairy employee. The lawsuit is in state court and is known as *Juan C. Solano v. David Bakker Dairies, et al.* the case number is 23C-0048. The “Plaintiff” who filed the lawsuit is Juan C. Solano. Plaintiff sued David Bakker Dairies, David Bakker and Joseph Bakker.

The claims are brought as a class action. The Plaintiff named above is the “Class Representative” who filed this class action on behalf of himself and other employees who have similar claims. The Plaintiff and the other employees together are a “Class” and “Class Members.” The Court will decide the issues for all Class Members, except for those who exclude themselves from the Class. Plaintiff and Defendants have entered into the Settlement to avoid the cost and risk of further litigation. Defendants deny all of the legal claims in the case and deny any wrong doing. The Class Representative and his lawyers believe the Settlement is in the best interests of all Class Members. The Court has preliminarily approved the Settlement, but must also grant final approval for it to be valid.

3. Who is in the Settlement Class?

The Settlement Class is defined as follows:

All persons who have been employed as non-exempt employees at Defendants' dairy facilities in California any time between February 17, 2019 to June 7, 2024, excluding all of Defendants' family members, office workers, and salaried employees.

4. What are the claims in this lawsuit?

The claims allege that Defendants failed to pay overtime wages; failed to permit and authorize adequate meal and rest periods; failed to indemnify necessary work-related expenses; failed to pay wages due to former employees; failed to furnish accurate wage statements; unlawful business practices; and sought statutory penalties under the Private Attorneys General Act (PAGA).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the Settlement provide?

Defendants agree to pay \$410,000 into the settlement fund. The following amounts will be deducted from this settlement fund if approved by the Court: (1) \$7,500 to CPT Group, Inc. for claims administration costs; (2) \$10,000 to the California Labor and Workforce Development Agency (LWDA) for its share of penalties under the PAGA; (3) \$10,000 to the named Plaintiff for his service and risks as the Class Representative; and (4) \$136,666.67 for Class Counsel's attorney fees and \$24,000 for costs. Subtracting the Court-awarded deductions from the total settlement amount will result in a net settlement fund of approximately \$221,833.33, which will be used for payments to those employees who participate in the Settlement.

6. How much money will I get if I participate in the Settlement?

If you do not exclude yourself from ("opt out" of) the Settlement, you will be entitled to a payment of approximately \$<<estimated award>> ("Settlement Payment"). This payment is based on the number of pay periods that you worked for Defendants between February 17, 2019 and June 7, 2024 - in which you: (1) were eligible for overtime pay but were not paid; (2) were eligible for a meal period but were not provided with an adequate one; (3) were eligible for a rest break but were not provided with an adequate one; and/or (4) were not reimbursed for business related expenses. **To dispute your Settlement Payment, please use the Dispute Form included in the envelope.**

If you wish to remain in the Class, you will receive a Settlement Payment. 90% of your Settlement Payment will be treated as penalties and interest, and you will be provided with a "1099-Misc" tax form for that amount. The other 10% will be treated as wages subject to withholding of applicable taxes, and you will be provided with a "W-2" tax form.

HOW TO GET PAYMENT OR EXCLUDE YOURSELF FROM THIS LAWSUIT

7. How do I get a payment for the claims?

To receive a payment for the claims, you don't have to do anything. You will give up your right to make claims against Defendants in another lawsuit regarding their alleged failure to pay overtime wages; failure to permit and authorize adequate meal and rest periods; failure to indemnify for necessary work-related expenses; failure to pay wages due to former employees; failure to furnish accurate wage statements; unlawful business practices; and statutory penalties under the PAGA.

8. When will I get a payment?

The Court will hold a final approval hearing on **[insert date]**, and if the Settlement is approved by the Court, then the Settlement Payment will be sent to the address where you received this notice. If you would like to change the address where your Settlement Payment will be mailed, please contact the Claims Administrator at:

Juan C. Solano v. David Bakker Dairies, et al., Claims Administrator, CPT Group Class Action Administrators, **P.O. Box ***, Irvine, California, ***; Tel. 800-***-******

Please keep the Claims Administrator advised of any change of address. Checks will be mailed to participating settlement members if and after the Court grants “final approval” of the Settlement. If the Court approves the Settlement after the Final Approval Hearing, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. If there are no appeals and the Court grants “final approval” of the Settlement, your payment will be sent out approximately **[redacted]**. You will have 180 days to cash your check from the date of its issuance. Any unclaimed funds will be distributed to Community Services Employment Training (CSET)- Family Resources Centers a non-profit organization assisting individuals and communities to achieve self-reliance, as a *cy pres* recipient. If you have questions regarding when checks will be mailed, please contact the Settlement Administrator (contact information above) or Class Counsel (see Question # 13).

9. How do I exclude myself from the Settlement Class?

If you do not want to participate in the Settlement, you may be excluded (“opt out”) by sending a timely letter in writing to the Claims Administrator. The letter must contain your name, address and telephone number, and state that you do not wish to participate in the Settlement in *Solano vs. David Bakker Dairies et al.*, case number 23C-0048 (called a “Request for Exclusion”). The Request for Exclusion must be signed, dated, mailed by First Class U.S. Mail, or the equivalent, and postmarked no later than **[+60 days from mailing]** to:

Juan C. Solano v. David Bakker Dairies, et al., Claims Administrator, CPT Group Class Action Administrators, **P.O. Box ***, Irvine, California, ***; Tel. 800-***-******

The Court will exclude any settlement class member who sends a complete and timely Request for Exclusion as described in the paragraph above. Requests for Exclusion that do not include all the required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any settlement class member who fails to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement, release and any Judgment entered in the Action if the Settlement receives final approval from the Court.

If you send a Request for Exclusion, you will not receive money for the claims.

10. What happens if I exclude myself from the Settlement Class?

If you exclude yourself from the Settlement Class, then (1) you will not receive money for the claims from the Settlement; (2) you will not be bound by any further order or judgment entered for or against the Settlement Class; (3) you will not have a right to object to the Settlement or be heard at any hearing scheduled for the Court’s consideration of the Settlement; and (4) you may pursue any claims against Defendants that were included in this case. You must exclude yourself to start or continue your own lawsuit. Even if you exclude yourself from the Settlement Class, however, the PAGA claims in this case will be released and the PAGA aggrieved employees (who worked for Defendants from February 17, 2019 to June 7, 2024) will be entitled to their portion of the PAGA penalty. This means that regardless of whether you exclude yourself, you will receive this portion.

OBJECTING TO THE SETTLEMENT

11. How do I object to the Settlement?

Any member of the Settlement Class may object to the proposed Settlement, or any portion of it, by a written objection, which must be mailed to the Claims Administrator no later than **[+60 days after mailing]**. The Claims Administrator will file any objections with the Court. The address of the Claims Administrator is:

Juan C. Solano v. David Bakker Dairies, et al., Claims Administrator, CPT Group Class Action Administrators, **P.O. Box ***, Irvine, California, ***; Tel. 800-***-******

Any member who submits an objection remains eligible to receive monetary compensation from the Settlement. Only Settlement Class members who do not send a Request for Exclusion may object.

12. What is the difference between objecting and excluding yourself from the Settlement Class?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class.

Excluding yourself (“opting out”) is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, then you cannot object because the Settlement will no longer affect you, and you will not receive any money for the claims.

THE LAWYERS IN THIS CASE

13. Do I have a lawyer in this case?

The following lawyers are Class Counsel for the Settlement Class:

Enrique Martínez
LAW OFFICES OF ENRIQUE MARTINEZ
360 Grand Avenue #141
Oakland, CA 94610
(510) 764-6470

John E. Hill
LAW OFFICES OF JOHN E. HILL
333 Hegenberger Road, Suite 500
Oakland, CA 94610
(510) 588-1000

14. Who are the lawyers representing David Bakker Dairies, et al.?

The following lawyers represent David Bakker Dairies and the other defendants in this case:

Catherine M. Houlihan, Esq.
BARSAMIAN & MOODY
1141 W. Shaw Avenue #104
Fresno, CA 93711

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval hearing (also called a fairness hearing) to decide whether to finally approve the Settlement. The hearing will be on _____, 2025, at _____ in Department 2 at the Superior Court of the State of California, County of Kings, Civil Division, which is located at 1640 Kings County Drive, Hanford, CA 93230.

At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also decide how much to pay (1) the Claims Administrator for claims administration costs; (2) the Plaintiff for serving as a Class Representative; and (3) Class Counsel for attorney fees and costs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the Court's decision will take.

16. Do I have to go to the hearing?

No, you do not have to go to the hearing. Class Counsel and Defendants' lawyers will answer any questions the Court may have. But you are welcome to come at your own expense. The hearing may be moved to a different date and/or time, so if you plan to attend, please contact Class Counsel before the hearing to confirm if any changes have taken place. You also have the option to appear by audio or video. You can obtain more information at <https://www.kings.courts.ca.gov/>.

17. How do I get more information?

This Class Notice provides only a summary of the most important terms of the Settlement. The complete terms of the proposed settlement are stated in the actual Settlement that has been preliminarily approved by and filed with the Court. You can view important documents about this case, including the entire Settlement, at this website: www.cpt---.com. You may contact Class Counsel (Enrique Martínez at 510-764-6470) or the Claims Administrator (800-____) for more information. You may also get copies of the documents from Class Counsel. Please say that you are calling about the David Bakker Dairies case.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR DEFENDANTS, WITH INQUIRIES.

EXHIBIT B

Juan C. Solano v. David Bakker Dairies, et al. et al.
Superior Court of the State of California, County of Kings
Case No. 23C-0048

FORM FOR DISPUTING ESTIMATED SETTLEMENT PAYMENT

RETURN THIS FORM ONLY IF (1) YOU WISH TO DISPUTE YOUR ESTIMATED SETTLEMENT PAYMENT PORTION FOR YOUR CLASS CLAIMS, OR (2) YOU HAVE A NEW ADDRESS. YOU MUST COMPLETE, SIGN, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL, POSTMARKED ON OR BEFORE [REDACTED], 2025, TO:

Juan C. Solano v. David Bakker Dairies, et al.
c/o CPT Group Class Action Administrators
P.O. Box [REDACTED]
Irvine, CA 92606

PART I: CLASS MEMBER INFORMATION

The name and mailing address that we have for you is:

Make any address corrections here:

<<Name>>

<<Address>>

<<Address>>

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

ITIN Number or last 4 digits of Social Security Number:

Telephone Number:

Email:

PART II: EMPLOYMENT INFORMATION

Section A: Employer's Records

According to records maintained by Defendants, you worked for them for a total of <<Payperiods>> between February 17, 2019 to June 7, 2024. **Based on this information, your Settlement Award is approximately \$<<EstSet>>.**

Section B: If You Dispute the Above Information

Complete the following section ONLY if you believe the above information regarding your pay periods is not accurate.

PAY PERIODS WORKED (between February 17, 2019 to June 7, 2024 ONLY):

You must include all documents and other information that support your claim that the pay periods according to the employer's records are not accurate. If you do not provide satisfactory supporting documentation, your total number of qualifying shifts will be calculated based on the records provided by Defendants, as listed in Section A, above.

Date: _____

Signature

Print Name

EXHIBIT C

Juan C. Solano v. David Bakker Dairies, et al.
Superior Court of the State of California, County of Kings
Case No. 23C-0048

IMPLEMENTATION SCHEDULE
(as set forth in the Settlement Agreement)

	EVENT	DATE/DEADLINE	REFERENCE
1.	Order granting preliminary approval		Date of Order re Prelim App (“Order”)
2.	Defendants provide list of all class member addresses to Claims Administrator	10 Days from Date of Order	Settlement ¶ 50.2(a) Order ¶
3.	Claims Administrator sends Class Notice	20 Days from Date of Order	Settlement ¶ 50.2(b) Order ¶
4.	Opt out deadline	60 Days from Date Notice is sent out	Settlement ¶ 50.2(c) Order ¶
5.	Objection deadline	60 Days from Date Notice sent out	Settlement ¶ 50.2(c) Order ¶
6.	Award dispute deadline	60 Days from Date Notice sent out	Settlement ¶ 50.2(c) Order ¶
7.	Hearing on Motion for Final Approval	[TBD]	Order ¶ __
8.	Order granting Final Approval	[TBD]	Order ¶ __
9.	Defendants make first payment of \$200,000 to Class Settlement Fund	Within thirty (30) days from the date of the Final Approval Order	Settlement ¶ 36
10.	Claims Administrator will pay itself, the Named Plaintiff’s service award, and the PAGA payment to the LWDA	Within thirty (30) days from receiving the \$200,000 payment to the Class Settlement Fund	Settlement ¶ 37
11.	Claims Administrator provides Counsel list of class members; gross and net allocable to wages vs. penalties/interest	[TBD]	Settlement ¶ 42
12.	Defendants make payment of payroll taxes to Claims Admin	TBD	Settlement ¶ 24

Juan C. Solano v. David Bakker Dairies, et al. Implementation Schedule
Exhibit C to Settlement Agreement

13.	Defendants make second payment of \$100,000 to Class Settlement Fund	Within three (3) months from the first payment	Settlement ¶ 36
14.	The Claims Administrator will pay the Settlement Awards and PAGA payments to the Aggrieved Employees	Within thirty (30) days from receiving the \$100,000 payment to the Class Settlement Fund	Settlement ¶ 37
15.	Defendants make final payment of \$110,000 to Class Settlement Fund	Within three (3) months from the second payment	Settlement ¶ 36
16.	The Claims Administrator will pay attorneys' fees and costs to Class Counsel	Within thirty (30) days from receiving the \$110,000 payment to the Class Settlement Fund	Settlement ¶ 37
17.	Unclaimed funds and any other remaining funds shall be paid to <i>cy pres</i> recipient	60 Days from the Date of Expiration of Settlement Award Checks	Settlement ¶¶ 37, 46, 50.2(f)