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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

JESUS GALVAN, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

WESTERN SKY DAIRY, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: BCV-23-100992

[Assigned for all purposes to Hon. Thomas S.
Clark, Department 17]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 24, 2024

Time: 8:30 a.m.

Courtroom: Dept. 17

Judge: Hon. Hon. Thomas S. Clark

Action Filed: March 30, 2023

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff JESUS GALVAN (“Plaintiff”) and Defendant WESTERN SKY DAIRY, LLC
3 (“Defendant”) have reached terms of settlement for a putative class and PAGA representative action.

4 Plaintiff has filed a motion for preliminary approval of a class and PAGA representative action
5 settlement of the claims asserted against Defendant in this action, memorialized in the JOINT
6 STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT (*see*
7 Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Preliminary Approval of Class and
8 PAGA Representative Action Settlement [“Tunyan Decl.”], at Exh. 1). The JOINT STIPULATION OF
9 CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT is referred to herein as the
10 “Agreement” or “Settlement.”

11 After reviewing the Agreement, the Notice process, and other related documents, and having
12 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. The Court hereby GRANTS preliminary approval of the terms and conditions contained
14 in the Agreement. The Court preliminarily finds that the terms of the proposed class action Settlement
15 are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382.

16 2. It appears to the Court on a preliminary basis that: (1) the Settlement amount is fair and
17 reasonable to the Class Members when balanced against the probable outcome of further litigation
18 relating to class certification, liability, and damages issues and potential appeals; (2) the Settlement has
19 been reached as a result of intensive, serious and non-collusive arms-length negotiations; (3) the parties
20 have conducted thorough investigation and research, and the attorneys for the parties are able to
21 reasonably evaluate their respective positions; (4) settlement at this time will avoid additional
22 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
23 of the action. Thus, the Court preliminarily finds that the Settlement was entered into in good faith and
24 that the risks of further prosecution are substantial.

25 3. The parties’ Settlement is granted preliminary approval as it meets the criteria for
26 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears
27 to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.
28

1 4. The Court hereby GRANTS conditional certification of the Class, in accordance with
2 the Settlement, for purposes of this settlement only. The Settlement Class meets the requirements for
3 conditional certification for settlement purposes only under Code of Civil Procedure § 382. The Court
4 finds that it is appropriate to notify the members of the proposed settlement Class of the terms of the
5 proposed settlement.

6 5. The following persons are certified as Class Members solely for the purpose of entering
7 a settlement in this matter:

8 All individuals employed by Defendant in California and classified as “non-exempt” at
9 any time during the Class Period (the “Class Period” is March 30, 2019 through the
10 date upon which the Court grants preliminary approval of this Settlement). (Settlement,
¶¶ 3-4.)

11 6. The PAGA Employee is defined as follows:

12 All Class Members that worked at any time during the PAGA Period (the “PAGA
13 Period” is March 30, 2022 through the date upon which the Court grants preliminary
14 approval of this Settlement.) All PAGA Employees are “aggrieved employees” as
defined pursuant to PAGA. PAGA Employees cannot opt out of the settlement of the
PAGA claim. (Settlement, ¶¶ 14-15.)

15 7. The Court hereby APPROVES the proposed Class Notice for use in administering the
16 Settlement, attached hereto as **Exhibit A**. The Court finds that the parties’ proposed notice plan is in
17 full compliance with the laws of the State of California, to the extent applicable, the U.S. Constitution,
18 and the requirements of due process, as well as California Rule of Court, rule 3.756 because individual
19 notices will be mailed to all Class Members whose identities are known to the parties, the Class Notice
20 will be posted on-line, and such notice is the best notice practicable. The Court further finds the Class
21 Notice is sufficient to inform Class Members of the terms of the Settlement, their rights under the
22 settlement, their rights to object to the Settlement, their right to receive a payment under the settlement
23 or elect not to participate in the settlement, and the processes for doing so, and the date and location of
24 the final approval hearing. Thus, the Court finds that the notice requirements of California Rule of
25 Court, rule 3.769, subds. (c) and (f) are satisfied, and that the Class Notice that will be provided will
26 adequately advise Class Members of their rights under the Settlement.
27
28

1 8. Counsel for the Parties are authorized to correct any typographical errors in the Class
2 Notice and make clarifications, to the extent the same are found or needed, so long as such corrections
3 do not materially alter the substance of the Class Notice.

4 9. The Court hereby APPROVES the proposed procedure for requesting exclusion from
5 the Settlement. Any Class Member wishing to opt-out from the Settlement must sign and postmark a
6 written Request for Exclusion to the Settlement Administrator within the Response Deadline. The
7 Request for Exclusion must include the name, address, telephone number, the last four digits of the
8 Class Member's Social Security Number, the Class Member's signature, and unequivocally state a
9 desire to be excluded from the Class, with the name of the case and the case number.

10 10. Plaintiff Jesus Galvan is appointed as the Class Representative for purposes of this
11 settlement only. The Court finds Plaintiff's counsel are adequate Class Counsel for purposes of this
12 settlement only, as they are experienced in wage and hour class action litigation and have no conflicts
13 of interest with absent Settlement Class Members, and that they adequately represented the interests of
14 absent class members in the Litigation. Tunyan Law, APC is appointed Class Counsel.

15 11. The Court appoints Phoenix Class Action Administration Solutions to act as the
16 Settlement Administrator, pursuant to the terms set forth in the Agreement.

17 12. Defendant is directed to provide the Settlement Administrator the names and most
18 recent known mailing addresses of Class Members and any other information required in accordance
19 with the Agreement (the "Class List"), no later than 15 calendar days after entry of this Order.
20 (Settlement, ¶ 34(a).)

21 13. The Settlement Administrator is directed to mail the approved Class Notice by first-
22 class mail to the Class Members in accordance with the Agreement, no later than 14 calendar days after
23 receipt of the Class List. (Settlement, ¶ 34(b).)

24 14. Class Members will be bound by the Agreement unless they submit a timely and valid
25 written request to be excluded from the Settlement, postmarked no later than 45 days following mailing
26 of the Notice, or as possibly extended up to 14 additional days. (Settlement, ¶¶ 11, 34(c).)

27 15. The Court further ORDERS that a Final Approval/Settlement Fairness Hearing shall be
28 conducted to determine final approval of the Settlement along with the amount properly payable for: (i)

1 the Attorneys' Fees and Costs; (ii) the Service Payment to Plaintiff; (iii) the Settlement Administrator's
2 Costs; and (iv) the Private Attorneys General Act of 2004 ("PAGA") Payment to the California Labor
3 and Workforce Development Agency ("LWDA") and PAGA Aggrieved Employees. The Final
4 Approval/Settlement Fairness Hearing shall not be held earlier than thirty (30) calendar days after the
5 Response Deadline and is therefore set to be held on _____, 2024, at _____,
6 in Department 17. At that time, the Court will hear all evidence and arguments necessary to evaluate
7 the Settlement. Class Members and their counsel may support or oppose the Settlement, if they so
8 desire, in accordance with the procedures set forth in the Class Notice and this Order. The final
9 approval hearing may be conducted remotely via videoconference using Zoom platform.

10 16. Plaintiff shall file a Motion for Final Approval, including any request for an award of
11 fees, costs, and Service Payment to Plaintiff, no later than 16 court days prior to the final approval
12 hearing. In conjunction with the filing of the final approval motion, a declaration from the Settlement
13 Administrator on the outcome of the notice process shall be filed with the Court. At that time, the
14 Parties shall also file responses to any written objections received by the Settlement Administrator by
15 the Response Deadline.

16 17. As set forth in the Notice, any Class Member may appear at the final approval hearing
17 in person or remotely via video conference or by his or her own attorney and show cause why the Court
18 should not approve the settlement.

19 18. The Court reserves the right to continue the date of the final approval hearing without
20 further notice to Class Members.

21 19. The Court retains jurisdiction to consider all further applications arising out of or in
22 connection with the settlement.

23 20. The Court further ORDERS that, pending further order of this Court, all proceedings in
24 this Action, except those contemplated herein and in the Settlement, are stayed.

25 21. The Court further ORDERS that to facilitate administration of this Settlement, all Class
26 Members, including Plaintiffs, are hereby enjoined from filing or prosecuting any claims, cases, suits,
27 or administrative proceedings (including filing or pursuing claims with the California Division of Labor
28 Standards Enforcement) regarding claims released by the Settlement ("Released Claims"), unless and

1 until such Class Members have filed valid and timely written Requests for Exclusion with the
2 Settlement Administrator.

3 22. Upon the later of (1) the Effective Date or (2) the satisfaction of Defendant's obligation
4 to provide the Settlement Administrator a sum in the amount required to satisfy all required payments
5 and distributions pursuant to the Settlement, in exchange for the consideration set forth in the
6 Settlement, Plaintiff and all Settlement Class Members, will be deemed to have, and by operation of the
7 Final Approval Order and Judgment, will expressly have fully, finally, and forever released, settled,
8 compromised, relinquished, and discharged Defendant, and any of its former, future, and present
9 parent, subsidiary, affiliate, partners, joint venturers, assigns, predecessor or successor, and all agents,
10 employees (current and former), officers, directors, insurers and attorneys ("Releasees) of all Released
11 Claims (as defined in the Settlement) for any period of time during the Class Period to the fullest extent
12 permitted by law.

13 23. If for any reason the Court does not execute and file a Final Approval Order, the
14 proposed settlement subject to this Order and all evidence and proceedings had in connection with the
15 settlement shall be null and void. Further, this Order shall be vacated, and the Parties shall revert to
16 their respective positions as of before entering the Settlement.

17 **IT IS SO ORDERED.**

18
19 Dated: _____

Hon. Thomas S. Clark
KERN COUNTY SUPERIOR COURT JUDGE

Exhibit “A”

NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Galvan v. Western Sky Dairy, LLC
Kern County Superior Court Case No. BCV-23-100992

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF WESTERN SKY DAIRY, LLC (“DEFENDANT”) WHO WORKED IN CALIFORNIA AT ANY TIME BETWEEN MARCH 30, 2019 AND **-----** (THE “CLASS PERIOD”), THIS PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class and PAGA action lawsuit entitled *Galvan v. Western Sky Dairy, LLC*, Kern County Superior Court Case No. BCV-23-100992 (the “Action”). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Complaint.

YOUR ESTIMATED PAYMENT FROM THIS SETTLEMENT: Your estimated Individual Settlement Payment is <<**Estimated Payment**>>, which includes your payment from the Class settlement in the estimated amount of <<**Estimated Individual Settlement Class Payment**>> and, because you **[ARE/ARE NOT]** also a member of the PAGA Employee group, your payment from the PAGA settlement in the estimated amount of <<**Estimated Individual PAGA Settlement Payment**>>.

A hearing concerning final approval of the proposed Settlement will be held before Hon. Thomas S. Clark on <<**FA DATE**>>, at <<**FA TIME**>>, in Department 17 of Kern County Superior Court, 1415 Truxtun Avenue, Bakersfield, California 93301, to determine whether the Settlement is fair, adequate and reasonable. As a Settlement Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: <<RESPONSE DEADLINE>>	You have the option to pursue separate legal action against Defendant about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by completing and submitting the request to be excluded. As a result, you will not receive any benefits under the Settlement (other than based on the PAGA Claim). Request for Exclusion forms must be submitted by << RESPONSE DEADLINE >>.
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT <i>WRITTEN</i> OBJECTIONS: <<RESPONSE DEADLINE>>	To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the Settlement Administrator by submitting the objection in writing, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a request for exclusion if you wish to object. <i>Written</i> objections must be submitted by << RESPONSE DEADLINE >>.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All non-exempt employees of Defendant who worked in California during the Class Period. The “Class Period” is March 30, 2019 through _____.

According to Defendant’s records, you are a member of the settlement class (“Class Member”). PAGA Employees will automatically receive their *pro rata* share of the \$6,250 allocated from the PAGA Allocation to PAGA Employees, cannot opt-out of the release of PAGA Claims, and will be bound by the release of the PAGA Claims even if they opt-out of the Settlement. Defendant’s records indicate you [ARE/ARE NOT] also a PAGA Employee who worked in the State of California at any time during the PAGA Period of March 30, 2022 through _____.

What is this case about?

In the Action, Plaintiff Jesus Galvan (“Plaintiff”) alleges on behalf of himself and the Class that Defendant: (1) failed to pay all wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to timely pay all wages at termination; (5) failed to furnish accurate itemized wage statements; (6) violated California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*; and (7) violated provisions of the Labor Code giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*]. Plaintiff seeks unpaid wages, actual, consequential and incidental losses and damages, special damages, liquidated damages, injunctive relief, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N. Brand Blvd., Suite 285

Glendale, California 91203

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Defendant’s Counsel

Vanessa Franco Chavez

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Anna Burnbaum

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KLEIN, DENATALE, GOLDNER

10000 Stockdale Highway, Suite 200

Bakersfield, CA 93311

Telephone: (661) 395-1000

Facsimile: (661) 326-0418

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$295,000 (the “Gross Settlement Amount”) for: (a) Individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Service Payment to Plaintiff in the amount of \$10,000; (c) the Court-approved attorney’s fees and costs to Class Counsel (“Class Counsel’s Fees and Expenses”) (\$98,333.33 in fees and up to \$20,000.00 in costs to be requested); (d) payment to the Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties (the “PAGA Penalty Payment”) (\$18,750 of a total of \$25,000.00 allocated to the PAGA settlement); and (e) payment to the Settlement Administrator for settlement administration services (“Administrative Expenses”) (estimated to be no more than \$6,000).

Individual Settlement Payments. Class Members who do not timely and properly request to be excluded from the Settlement (the “Settlement Class Members”) will receive a share of the Net Settlement Amount, and Class Members who are also PAGA Employees will receive a share of the \$6,250 from the PAGA Settlement allocated to PAGA Employees (the “PAGA Settlement Payment”), regardless of whether the request exclusion from the Settlement (the total payment to a Class Member is their “Individual Settlement Payment”).

The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement Amount the Class Counsel’s Fees and Expenses, the Class Representative’s Service Payment, the PAGA Penalty Payment, and the Administrative Expenses. Payments by Defendant from the Net Settlement Amount will be included in the Settlement Payments to each Settlement Class Member (the “Settlement Class Payments”) and each PAGA Employee (the “PAGA Settlement Payments”).

The Settlement Class Payment shall be divided among all Settlement Class Members on a *pro rata* basis based upon the total number of work weeks worked by each Settlement Class Member during the Class Period. The portion of the Net Settlement Amount paid to a Settlement Class Member = Net Settlement Amount (minus \$6,250 set aside for all PAGA Settlement Payment) × the work weeks worked by a Settlement Class Member ÷ the work weeks worked by all Settlement Class Members.

The PAGA Settlement Payment shall be divided among all PAGA Employees on a *pro rata* basis based upon the total number of pay periods worked by each PAGA Employee during the PAGA Period. The portion of the PAGA Settlement Payment paid to a PAGA Employee = \$6,250 × the pay periods worked by a PAGA Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees (during the PAGA Period).

Your estimated Individual Settlement Payment is <<**Estimated Settlement Payment**>> and the number of work weeks you worked during the Class Period based on your hire and/or termination dates is <<**Work Weeks**>>. You may seek to dispute the number of your workweeks. Such challenges must: (i) be in writing; (ii) state your full name; (iii) include a statement that you are seeking to challenge your estimated Individual Settlement Payment set forth in this Class Notice; (iv) state the number of work weeks you believe you have worked during the Class Period; and (v) be mailed to the Settlement Administrator with a postmark date on or before <<**RESPONSE DEADLINE**>> (the “Response Deadline”) at:

You must produce documentary evidence supporting your contention. Defendant’s records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator and the Parties will attempt to resolve all work week disputes with you informally. If they cannot resolve your work week dispute with you informally, the dispute will be submitted by the Parties to the Court for final resolution. **REMINDER:** If you believe your estimated Settlement Payment is incorrect because your work weeks (the number of weeks you worked within the Class Period) are wrong, your deadline to dispute this is <<**RESPONSE DEADLINE**>>.

For tax reporting purposes, the payments to Class Members will be allocated 10% as wages, 45% as penalties and 45% as interest. All PAGA Settlement Payments will be allocated as 100% penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer’s share of any payroll taxes will be separately paid by Defendant.

All checks for Individual Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the checks’ issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be transmitted to the to Bakersfield Angels subject to the requirements of California Code of Civil Procedure § 384(b) (the “Cy Pres Recipient”). In such event, the Settlement Class Members and PAGA Employees shall nevertheless remain bound by the Settlement.

The “Effective Date” of the Settlement means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences (i) the expiration of the period for filing any appeal, writ, or

other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) the dismissal of any appeal, writ, or other appellate proceeding opposing the Settlement with no right to pursue further remedies or relief; or (iii) upon the expiration of any time to file a petition for rehearing and the expiration of any time to file any petition in the California Supreme Court or the Supreme Court of the United States following a final appellate opinion or order upholding the Court's final order with no right to pursue further remedies or relief. In the event there is a motion to set aside the judgment filed within 15 days after notice to Class Members pursuant to California Rules of Court, rule 3.771(b), or a motion to intervene filed within 60 days after notice to Class Members pursuant to California Rules of Court, rule 3.771(b), "the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement" (as that phrase is used in (b)(i)-(iii), above) will be based on the later of the court's ruling or order on any such motion or entry of final order and judgment certifying the class and approving this Settlement. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

Payments to Settlement Class Members and PAGA Employees will issue only AFTER the payment by Defendant of the Gross Settlement Amount.

PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel's Fees and Expenses, the Class Representative Service Payment, Administrative Expenses, the PAGA LWDA Payment. Class Counsel will ask the Court to award attorney's fees up to \$98,333.33 (one third) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$20,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Payment made to Plaintiff in the amount of \$10,000, for his efforts in bringing the Action on behalf of the Class and general release of his all claims. The Parties estimate the cost of administering the Settlement will not exceed \$6,000. The PAGA Penalty Payment in the amount of \$18,750 will also be made to the LWDA for PAGA penalties, which represents 75% of the \$25,000 PAGA Allocation.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) Identity of Released Parties. The released parties are Defendant and any of its former, future, and present parent, subsidiary, affiliate, partners, joint ventures, assigns, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers and attorneys (collectively "Releasees").

(b) Date Release Becomes Effective. The Released Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

(c) Claims Released by Settlement Class Members. Each and every Class Member, on behalf of himself and each of their heirs, assigns and successors, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims stated in the Plaintiff's First Amended Complaint, in Plaintiff's PAGA notice to the LWDA dated March 30, 2023, or that could have been stated based on the facts alleged in the First Amended

Complaint or Plaintiff's PAGA notice to the LWDA, including but not limited to state wage and hour claims (including all claims under the California Labor Code and Industrial Welfare Commission Wage Orders) for failure to provide required meal periods or pay meal period premiums in lieu thereof (including, but not limited to, first and second meal periods and alleged failures due to rounding, off-the-clock work, remaining on premises or on-duty during meal periods, untimely, short, interrupted, or otherwise non-compliant meal periods); failure to provide required rest periods or pay rest period premiums in lieu thereof (including, but not limited to, alleged failures due to rounding, off-the-clock work, remaining on premises or on-duty during rest periods, untimely, short, interrupted, or otherwise non-compliant rest periods); failure to pay overtime wages (including, but not limited to, alleged failures due to inaccurate calculation of wages, rounding, off-the-clock work, remaining on premises or on-duty during rest periods, untimely, short, interrupted, or otherwise non-compliant meal and rest periods); failure to pay minimum wages (including, but not limited to, alleged failures due to inaccurate calculation of wages, rounding, or off-the-clock work); failure to pay all wages due to discharged and quitting employees and related waiting time penalties; failure to maintain required records (including, but not limited to, failure to maintain and furnish accurate itemized wage statements); failure to indemnify employees for necessary expenditures incurred in discharge of duties (including, but not limited to, alleged failures to reimburse employees for personal cell phones, tools and supplies, uniforms, and other travel expenses); unlawfully withholding wages; interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code and penalties under the Private Attorneys General Act sections 2698, et seq., and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.);

2) in addition, as to all Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, claims arising under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., to the extent asserted in Plaintiff's administrative exhaustion letter submitted to the LWDA (Settlement Exhibit A) and the First Amended Complaint in this matter, including, but not limited to, any and all claims for PAGA penalties pursuant to the applicable Wage Orders and Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 2802 (i.e., the Released PAGA Claims).

No Class Member employed during the Released PAGA Claims Period can request exclusion from the settlement of the PAGA Claim. If you are a Class Member, and this Settlement is approved, you will release the PAGA Claim even if you timely and properly submit a Request for Exclusion form. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash their PAGA Payment Check.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies to resolve your class claims, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way and you have selected to remain in the Class, you can ask the Court to deny approval of the Settlement by submitting an objection. You can't object to the release of the PAGA Claim or object to the PAGA Settlement Payment. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no additional settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

You may object to the Settlement in writing or by appearing at the Final Approval Hearing, either in-person or through your attorney. If you appear through your own attorney, you are responsible for paying that attorney. You may appear and orally object regardless of whether you submitted a written objection. Written objections should be sent to the Settlement Administrator at _____, _____. The written objection in any form should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; (4) the case and number (*Galvan v. Western Sky Dairy, LLC*, Kern County Superior Court Case No. BCV-23-100992); and (5) be postmarked on or before <<RESPONSE DEADLINE>> and submitted to the Settlement Administrator at the address listed above. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the Final Approval Hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.** If you submit a written objection and then request exclusion from, and opt out of, the Class Settlement, you would be deemed to have waived your objection.

Regardless of the form, an objection, alone will not satisfy the requirement that a Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must complete and return the request for exclusion form to the Settlement Administrator at _____. In order to be valid, your request for exclusion form must be signed and include your name, address, telephone number, the last four digits of your social security number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

Your Request for Exclusion form (to remove you from the Class Settlement) must postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a Request for Exclusion form on time (as evidenced by the postmark), your request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a Request for Exclusion form by the deadline to request exclusion, you will have no further role in the Action as it relates to the Class claims. You will not be able to complain to the Court about any aspect of the Class Settlement and any written objection to the Class Settlement would not be considered valid. **You will not be entitled to any benefit, including money,** as a result of the Action and Settlement, except for any payment you may be receive from the PAGA portion of this Settlement.

IMPORTANT: DO NOT SUBMIT A REQUEST FOR EXCLUSION FORM IF YOU WISH TO BE INCLUDED IN THE CLASS SETTLEMENT AND RECEIVE YOUR SHARE OF THE MONEY AVAILABLE TO YOU AS PART OF THE SETTLEMENT.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's Fees and Expenses, the Class Representative Service Payment, the Administrative Expenses, and the PAGA Allocation on <<FINAL APPROVAL HEARING DATE & TIME>>, in Department 17 of the Kern County Superior Court, Kern County Superior Court, 1415 Truxtun Avenue, Bakersfield, California 93301. If you wish to attend the Final Approval Hearing remotely, you may do so via Zoom provided in the court's website <https://kern-courts-ca.gov/zoomgov.com/j/16019043837?pwd=WndoWHc1cjJDSdJc2RYaEdtWWRMdz09#success>. If you wish to attend the Final Approval Hearing in person, you can attend it at Kern County Superior Court, Department 17, 1415 Truxtun Avenue, Bakersfield, California 93301. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment, will be posted on a website by the Settlement Administrator for a period of at least 90 days following the entry of that Order in the Court record. That website is: <<website>>.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class and PAGA Representative Action Settlement attached to the Declaration of Lilit Tunyan in Support of Plaintiff's Motion for Preliminary Approval. The Joint Stipulation of Class and PAGA Representative Action Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Kern County Superior Court. Class Members may be required to make an appointment with the Court to view documents. You may also request a copy of the Settlement Agreement from Class Counsel by using the contact information in this notice at no charge.

You may also view documents filed in this case, including the complete Settlement and case documents, on the Court's website at: <https://odyprodportal.kern.courts.ca.gov/PORTALPROD/Home/Dashboard/29>. You may need the case number to access and view case documents (BCV-23-100992) NOTE: If you choose to access documents online, the Court will charge you a fee for access.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

***Attorneys for Defendant WESTERN SKY
DAIRY, LLC***

Executed on March 25, 2024, at Glendale, California.

Thurs

Signature