Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young (SBN: 299809)
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone No.: (562) 590-5550
Facsimile No.: (562) 590-8400

Attorneys for Plaintiffs
JOSE GODINEZ and RAFAEL MUNOZ PEREZ, as individuals and on behalf of all similarly situated employees.

Larry M. Kazanjian (SBN: 071441)
LKazanjian@pkwhlaw.com
Casey M. Blanas (SBN 296447)
CBlanas@ pkwhlaw.com
PALMER KAZANJIAN WOHL HODSON LLP
2277 Fair Oaks Blvd., Suite 455
Sacramento, CA 95825
Telephone: (916) 452-3552
Facsimile: (916) 640-1521

Attorneys for Defendant
FOSTER DAIRY FARMS

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF STANISLAUS

JOSE GODINEZ and RAFAEL MUNOZ PEREZ, as individuals and on behalf of all similarly situated employees,

Plaintiff,

v.

FOSTER DAIRY FARMS; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CIV-23-003194

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

Action Filed: June 8, 2023
Trial Date: None Yet Set

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

IT IS HEREBY STIPULATED, by and among Plaintiffs JOSE GODINEZ and RAFAEL MUNOZ PEREZ, on behalf of themselves and the Settlement Class Members, on the one hand, and Defendant FOSTER DAIRY FARMS, on the other hand. The Parties agree that, subject to the approval of the Court, the Action is hereby being settled pursuant to the terms and conditions set forth in this Settlement Agreement and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth in this Joint Stipulation of Class Action and Private Attorneys General Action Settlement and Release (the "Settlement"), which by this reference become an integral part of this Agreement.

1. DEFINITIONS

Capitalized terms used in this Settlement shall have the meanings set forth below:

1.1. "Action" means the lawsuit entitled *Godinez, et al. v. Foster Dairy Farms*, pending in the Superior Court of the State of California, County of Stanislaus, and designated as Case No. CV-23-003194.

1.2. "Class Member" means all current and former non-exempt, hourly paid employees employed by Defendant during the Class Period, excluding any drivers whose employment is governed by the Department of Transportation Regulations or employees who signed severance agreements.

1.3. "PAGA Member" means all current and former non-exempt, hourly paid employees employed by Defendant, in the state of California during the PAGA Period, excluding any drivers whose employment is governed by the Department of Transportation Regulations or employees who signed severance agreements.

1.4. "Settlement Administrator" means Phoenix Settlement Administrators.

1.5. "Settlement Administration Costs" means the amount to be paid to the third-party Settlement Administrator from the Gross Settlement Amount for the administration of the Settlement. The Settlement Administration Costs amount is not to exceed Seven Thousand Five

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Hundred Dollars ($7,500.00). Any portion of the requested Settlement Administration Costs that is not awarded to the Settlement Administrator shall be part of the Net Settlement Amount.

1.6. "Class Counsel" means Kevin Mahoney and John A. Young of the Mahoney Law Group, APC.

1.7. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of this Action and Class Counsel's expenses and costs incurred in connection with this Action. The Court shall determine the amount of the Class Counsel Award, and it shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount.

1.8. "Class Information" means information regarding Settlement Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. Class Information shall be provided as a Microsoft Excel spreadsheet and shall include the following: each Settlement Class Member's full name; last known address; last known home telephone number; social security number; all start and end dates of employment during the Class Period. The number of weeks worked shall be calculated using Defendant's payroll data during the Class Period whenever the hours worked for the work week was greater than zero. Because social security numbers are included in the Class Information, the Settlement Administrator shall maintain the Class Information in confidence; access shall be limited to those with a need to use the Class Information as part of the administration of the Settlement, and transmission shall be through use of a secure, password-protected file.

1.9. "Class Period" means the period from June 8, 2019, through October 2, 2024.

1.10. "PAGA Period" means the period from August 17, 2022, through October 2, 2024.

1.11. "Class Representative Service Awards" means the amount that the Court authorizes to be paid to Plaintiffs, not to exceed Ten Thousand Dollars ($10,000.00) each, totaling Twenty Thousand Dollars ($20,000.00) collectively for Plaintiffs, in addition to Plaintiffs' Individual Settlement Payment, in recognition of Plaintiffs' efforts and risks in assisting with the prosecution of the Action, and in return for executing a General Release with Defendant.

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1.12. "Court" means the Superior Court of the State of California for the County of Stanislaus.

1.13. "Declaration of Class Counsel" means signed a declaration from Class Counsel filed with the Court (a) disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and (b) that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

1.14. "Defendant" mean Defendant Foster Dairy Farms.

1.15. "Defendant's Counsel" means Larry M. Kazanjian and Casey M. Blanas of Palmer Kazanjian Wohl Hodson LLP.

1.16. "Effective Date" means the date that the Gross Settlement Amount is fully funded.

1.17. "Employee Taxes" means the employee's share of any and all applicable federal, state and local payroll taxes on the portion of Settlement Class Members' Individual Settlement Payment that constitutes wages. The Employee Taxes shall be paid out of the Net Settlement Amount.

1.18. "Employer Taxes" means the employer's share of any and all applicable federal, state, and local payroll taxes on the portion of Settlement Class Members' Individual Settlement Payment that constitutes wages. The Employer Taxes shall be paid by Defendant separately and not out of the Gross Settlement Amount or Net Settlement Amount.

1.19. "Final Approval Hearing" means the hearing held on the motion for final approval of the Settlement.

1.20. "Final Approval Date" means the date which the Court grants final approval of the Settlement.

1.21. "Final Judgment" means the Court's entry of an order of judgment in this Action following the Court's final approval of the Settlement.

1.22. "Gross Settlement Amount" means Three Hundred Twenty-Five Thousand Dollars and Zero Cents ($325,000.00), the total and maximum amount Defendant shall have to pay for all claims, with the exception of the following escalator clause, including in connection with this Settlement. This is the total settlement value for all wages, interest, the Class Counsel

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Award, Settlement Administration Costs, payment to the Labor and Workforce Development Agency for the alleged PAGA penalties, all other penalties, the Class Representative Service Awards, and the employee portion of any applicable employment taxes, including FICA, FUTA and SDI contributions, on the wage portion of the Settlement. The sum of the settlement is based upon Defedant's Counsel representation that the class size is three hundred fourteen (314) individuals who worked a total of eighteen thousand three hundred and seventy-one (18,371) total weeks worked by Class Members during the Class Period, inclusive of Plaintiffs. Defendant shall not be required to pay more than the Gross Settlement Amount, as long as the number of weeks worked by Class Members during the Class Period does not increase by more than ten (10%) percent. (I.e, if, for example, the number of class members increases by eleven (11%) percent, the Gross Settlement Amount shall increase proportionately by the amount over ten (10%) percent, i.e. one percent (1%). Or if, for example, the total weeks worked by Class Members during the Class Period increases by eleven percent (11%), i.e. 2,021 workweeks totalling 20,392 workweeks, then the Gross Settlement Amount shall increase by one percent (1%), i.e. $35,750, and so forth.) Under no other circumstances shall Defendant be required to pay more than the Gross Settlement Amount except as provided for in this section. Alternatively, instead of increasing the Gross Settlement Amount, Defendant may unilaterally elect to alter the Class Period and PAGA Period so that the ending date of each is the date on which the weeks/pay periods do not exceed 18,371 plus ten percent (10%) of 18,371, which would be 20,208 weeks/pay periods, or the date on which the Class Member count does not exceed 314 plus ten percent, which would be 345 Class Members. If both the weeks/pay periods and employee count increase by more than ten percent, then, at Defendant's election, the date on which the Class and PAGA period end may be changed to the date on which the weeks/pay periods worked totals 20,208.

1.23. "Individual Settlement Payment" means the amount payable to each Settlement Class Member, as calculated pursuant to Paragraph 3.12.1 of the Settlement, from the Net Settlement Amount. Checks for Individual Settlement Payments shall specifically indicate that they are void if not negotiated within one hundred twenty (120) days days of their issuance.

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1.24. "PAGA Allocation" means Twenty Thousand Dollars ($20,000.00), allocated from the Gross Settlement Amount for the compromise of claims brought under the Labor Code Private Attorney General Act of 2004 ("PAGA"). Per California Labor Code section 2699(i), Fifteen Thousand Dollars ($15,000.00), representing 75% of the PAGA Allocation, shall be paid to California's Labor Workforce Development Agency. The remaining Five Thousand Dollars ($5,000.00), representing 25% of the PAGA Allocation, shall be part of the Net Settlement Amount and shall be distributed to PAGA Members.

1.25. "LWDA PAGA Allocation" means Fifteen Thousand Dollars ($15,000.00), representing 75% of the PAGA Allocation and is the amount payable from the Gross Settlement Amount to California's Labor Workforce Development Agency.

1.26. "PAGA Member Allocation" means Five Thousand Dollars ($5,000.00) representing the PAGA Allocation, and is the amount payable to PAGA Members. The PAGA Member Allocation shall be distributed in its entirety to PAGA Members pursuant to paragraph 3.13.1.

1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel Award the Class Representative Service Award, the Settlement Administration Costs, the LWDA PAGA Allocation, and the PAGA Member Allocation. The Net Settlement Amount shall be distributed in its entirety to Settlement Class Members, as provided for in this Settlement.

1.28. "Notice of Objection" means a written statement of objection to the Settlement, made and signed by a Settlement Class Member and includes the following: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the entire Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class Member intends to appear at the Final Approval Hearing.

1.29. "Notice of Settlement" means the Notice of Proposed Class Action and Notice of Private Attorney General Act Settlement (attached hereto as **Exhibit A**).

1.30. "Notice Packet" means the Notice of Proposed Class Action, Notice of Private Attorney General Act Settlement and the Request for Exclusion form (attached hereto as **Exhibit**

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B) to be provided in English and Spanish.

1.31. "Settlement Class Members" means all Class Members who do not submit a valid and timely Request for Exclusion.

1.32. "Parties" means Plaintiffs and Defendant collectively; and "Party" shall mean any Defendant or Plaintiff, individually.

1.33. "Plaintiffs" means Jose Godinez and Rafael Munoz Perez.

1.34. "Plaintiffs' General Released Claims" means, in addition to the Released Claims, Plaintiffs, on behalf of themselves, their respective, agents, spouses, executors, representatives, heirs, successors, assigns, and estates, in exchange for the terms and conditions of this Settlement, including the Class Representative Service Awards requested or as otherwise authorized by the Court, shall also, as of the Effective Date, fully and forever release the Released Parties, to the full extent permitted by law, of and from any and all claims against Released Parties that are based on acts, ommissions or events that occurred as of or prior to the date of Plaintiffs signing this agreement, known and unknown, asserted and unasserted, which Plaintiffs have or may have had against the Released Parties, whether sounding in tort, contract, law, equity or otherwise, including but not limited to all claims for violation of any local, state, or federal statute, rule, or regulation. Notwithstanding the above, Plaintiffs' General Released Claims do not include any workers' compensation claims or other claims that cannot be waived as a matter of law by signing this agreement, or claims to enforce this agreement.

1.35. "Preliminary Approval Date" means the date the Court enters the Preliminary Approval Order for the Settlement.

1.36. "Preliminary Approval Order" means the proposed order (filed concurrently with this Settlement and Plaintiffs' motion for preliminary approval of the Settlement), as may be amended by the Court, for preliminary approval of the Settlement.

1.37. "Released Claims" means any and all claims that are based on acts, omissions or events that occurred during the Class Period and that are alleged in or that would arise out of facts asserted in the operative complaint(s) in the Action, including but not limited to all wage and hour claims, demands, rights, liabilities, and causes of action for unpaid wages, including minimum

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wage payments, overtime wages; failure to pay all wages due upon separation of employment; failure to maintain and provide accurate records; meal and rest break violations; wage statement violations, violation of the Private Attorney General Act, violation of the WARN Act, civil and statutory penalties, interest, liquidated damages, attorney's fees and costs, claims under California Labor Code sections 201-203, 226, 226.2, 226.7, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 2802, 1400, 2698-2699.5, and all applicable Industrial Welfare Commission Wage Orders, California Code of Civil Procedure section 1021.5, 29 U.S.C. § 2101 et seq., and claims under California Business & Professions Code sections 17200-17205. It is understood and agreed that Released Claims do not include claims for workers' compensation, unemployment, or disability benefits of any nature nor any claims, actions, or causes of action which may be possessed by Settlement Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code section 12940, *et seq.*; the Unruh Civil Rights Act, California Civil Code section 51, *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.;* the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*; and all of their implementing regulations and interpretive guidelines. No release in this Settlement shall be effective until the Gross Settlement Amount is fully funded.

1.38. "PAGA Released Claims" means any and all claims for penalties that were asserted in the Action or that could have been brought based on the facts alleged in Plaintiffs' August 17, 2023, notice to the LWDA, including but not limited to civil penalties for unpaid wages including minimum wage payments, failure to pay wages during employment, failure to pay overtime, failure to pay wages upon termination, meal and rest break violations, wage statement violations and penalties, waiting time penalties for violations of Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, and 2802 during the PAGA Period. No release in this Settlement shall be effective until the Gross Settlement Amount is fully funded.

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1.39. "Released Parties" collectively means (i) Defendant; (ii) Defendant's respective past, present and future parents, subsidiaries and affiliates, successors and assigns; (iii) the past, present and future shareholders, managers, officers, partners, predecessors, successors and assigns of any of the following: and (iv) any individual or entity which could be jointly liable with any of the foregoing.

1.40. "Released Parties' Release of Claims Against Representative Plaintiffs" means Released Parties and Defendant, as defined herein, do hereby, for themselves, and for their heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever release the Representative Plaintiffs from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the date of their signature on this Settlement Agreement, including but not limited to all claims arising out of, based upon, or relating to Representative Plaintiffs' employment with Defendant and related to this Lawsuit.

1.41. Representative Plaintiffs expressly waive and relinquish all rights and benefits afforded by section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil Code of the State of California states 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.**

1.42. Thus, subject to and in accordance with this Settlement Agreement, even if Representative Plaintiffs may hereafter discover facts in addition to or different from those they now know or believe to be true, Representative Plaintiffs shall be deemed to have fully, finally, and forever settled and released any and all claims against the each other that could have been alleged against them, as well as any other claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such

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different or additional facts.

1.43. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails the Notice Packets to Settlement Class Members, and shall be the last date on which Settlement Class Members may either (a) postmark Requests for Exclusion from the Settlement, or (b) postmark Objections to the Settlement.

1.44. "Settlement" means this Joint Stipulation of Class Action Settlement and Release.

2. RECITALS

2.1. Class Certification. The Parties stipulate and agree to the conditional certification of this Action for purposes of this Settlement only. Should, for whatever reason, the Settlement not become final and effective, conditional Class Certification shall immediately be set aside (subject to further proceedings on motion of any Party to certify or decertify thereafter). The Parties' willingness to stipulate to conditional Class Certification as part of the Settlement shall have no bearing on and shall not be admissible or considered in connection with the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on and shall not be admissible or considered in connection with the issue of whether a class should be certified in any other lawsuit. Defendant expressly reserve their right to oppose class certification should this Settlement be modified or reversed on appeal or otherwise not become final and effective for any reason.

2.2. Procedural History. On June 8, 2023, Plaintiffs, former employees of Defendant, filed a lawsuit in the Superior Court of California for the County of Stanislaus as a proposed class action on behalf of all current and former non-exempt California employees of Defendant during the period of June 8, 2019, through the date of final judgment. In their initial complaint Plaintiffs alleged that Defendant (1) failed to pay all wages; (2) failed to provide meal periods; (3) failed to provide rest periods; (4) failed to pay wages due at separation of employment; (5) failed to provide accurate itemized wage statements; and (6) violated of Business and Professions Code Section 17200 et seq. Plaintiffs sought recovery under the California Labor Code, the applicable Industrial Welfare Commission Wage Order, and the California Business & Professions Code. On or about December 13, 2023, pursuant to the Parties' stipulation to the filing of a First

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Amended Complaint, Plaintiffs filed a First Amended Complaint add a claim under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

2.3. Settlement Negotiations. On September 5, 2024, the Parties participated in an all-day private mediation session with mediator Hon. Thierry Patrick Colaw (Ret.) Prior to the mediation, Defendant provided timecards and corresponding time records for a twenty percent (20%) sample of putative class members, as well as other documents, allowing Class Counsel to construct a damage analysis. Based on the information obtained through informal discovery, the Parties reached an agreement in principle to the basic terms of a class-action settlement agreement. The Settlement is the result of an informed and detailed evaluation of the total exposure and potential liability, in relation to the costs and risks associated with continued litigation of the Action. The Parties have engaged in sufficient formal and informal discovery and investigation to assess the relative merits of the claims, defenses, and contentions of the Parties.

2.4. Benefits of Settlement to Settlement Class Members. Plaintiffs and Class Counsel recognize the length of continued proceedings necessary to litigate the Parties' disputes through certification, trial, and any possible appeal. Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation, including, but not limited to, the risks related to a contested motion for class certification, potential motions for decertification, trial, and appeal. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action and the difficulties in establishing damages for the Class Members. Plaintiffs and Class Counsel have also taken into account Defendant's agreement to enter into a settlement that confers substantial relief upon Class Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that this Settlement is fair, adequate, and reasonable, and is in the best interests of the Class Members.

2.5. Defendant's Denial of Wrongdoing and Liability and Reasons for Settlement. Defendant has denied and continues to deny each and all of the claims and contentions alleged in the Action. Defendant has repeatedly asserted,and continues to assert defenses thereto, and Defendanthas expressly denied and continues to deny any wrongdoing or legal liability arising

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out of any of the facts, conduct, and/or omissions alleged in the Action. Defendant has also denied and continues to deny, *inter alia,* the allegations that the Class Members have suffered damage. Without limiting the foregoing, Defendant contends that the Class Members were properly and timely paid all wages owed, including but not limited to all straight and overtime pay; were provided timely and uninterrupted meal and rest periods as required under California law; were properly and timely paid all wages upon separation of employment or otherwise when due; were properly and timely provided accurate itemized wage statements as required under California law; were properly reimbursed for any expenses required to incur; and that Defendant has not engaged in any unlawful, unfair, or fraudulent business practices in violation of California law. However, Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time, energy and resources of Defendant have been and, unless this Settlement is approved, will continue to be devoted to the defense of the claims asserted by Plaintiffs and Class Members. Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as this Action. Based on the foregoing, Defendant has concluded that it is desirable and beneficial that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement. This will allow Defendant to dispose of burdensome and protracted litigation, permit the operation of Defendant's business without further expensive litigation, and put an end to the distraction and diversion of its personnel regarding matters at issue in the Action.

2.6. No Admissions. The Parties understand and agree that this Settlement is the result of a good faith compromise of disputed claims and allegations, and Defendant is entering into this Settlement solely to resolve disputed matters. No part of this Settlement or any conduct or written or oral statements made in connection with this Settlement, whether or not the Settlement is finally approved and/or consummated, is or may be offered as or construed to be an admission or concession of any kind by any of the Parties. In particular, but without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission that Defendant violated any of its obligations under the California Labor Code, applicable Industrial Welfare Commission Wage Orders, Business and Professions Code or Private Attorney General

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Act, or of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties. In addition, this Settlement shall not be offered or be admissible in evidence against any of the Parties or any of the Released Parties, except in any action or proceeding brought by or against Plaintiffs, Class Members, or Defendant to enforce the Settlement's terms, or by Defendant in defense of any claims brought by Plaintiffs or Class Members. The provisions of this paragraph shall become effective when this Settlement is signed by all Parties, and shall be binding on the Parties and their counsel regardless of whether the Settlement is preliminarily and/or finally approved or terminated for any reason, or rendered null and void.

2.7. Class Members' Claims. Plaintiffs claim that the Released Claims have merit and give rise to liability on the part of Defendant. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, and no documents referred to herein, nor any action taken to carry out this Settlement, may be construed or used as an admission by or against the Plaintiffs, Class Members or Class Counsel as to the merits or lack thereof of the claims asserted in the Action.

2.8. Defendant's Defenses. Defendant has denied and continues to deny each, and all of the allegations, claims, and contentions of wrongdoing alleged by Plaintiffs in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendant contends that it complied in good faith with California and federal wage-and-hour laws and has dealt legally and fairly with Plaintiffs and Class Members. Defendant further denies that, for any purpose other than settling this Action, these claims are appropriate for class or representative treatment.

3. TERMS OF SETTLEMENT

The Parties agree as follows:

3.1. Binding Settlement. This Settlement shall bind the Parties and all Settlement Class Members, subject to the terms and conditions set forth in the Settlement and the Court's approval.

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3.2. Release As To All Settlement Class Members and Plaintiffs.

3.2.1. Release As To All Settlement Class Members. As of the Effective Date, all Settlement Class Members, including Plaintiffs, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Released Claims during the Class Period.

3.2.2. Release As To Plaintiffs. As of the Effective Date, Plaintiffs will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all of Plaintiffs' General Released Claims against the Released Parties. With respect to the Plaintiffs' General Released Claims only, Plaintiffs shall be deemed to have, and by operation of the Final Judgment shall have, in light of their respective Class Representative Service Awards, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which section provides:

> **A general release does not extend to claims which 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.**

Plaintiffs may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Plaintiffs' General Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Plaintiffs' General Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future and do not object to this Settlement or the General Release. Plaintiffs agree not to sue or otherwise make a claim against any of the Released Parties for Plaintiffs' General Released Claims.

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3.3. Tax Liability. The Parties understand and agree that the Parties are not providing tax or legal advice. Defendant shall be responsible for any Employer Taxes due as a result of the Settlement. These payments shall be separate and shall not be made from the Gross Settlement Amount or the Net Settlement Amount. Settlement Class Members shall remain responsible for any Employee Taxes due as a result of the Settlement. Settlement Class Members will assume any employee tax obligations or consequences that may arise from this Settlement and should consult with a tax expert if they have questions. However, Individual Settlement Payments will be allocated as follows: ten percent (10%) as wages (for which an IRS Form W-2 will be issued), eighty percent (80%) as interest and ten percent (10%) as penalties (for which an IRS Form 1099 will be issued). Any required payroll deductions will be based on this apportionment. The Parties agree that, in the event that any taxing body determines that additional employee taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of such taxes.

3.4. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of this Settlement, and no written communication or disclosure between or among the Parties, Class Counsel or Defendant's Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed, or be relied upon, as tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the acknowledging Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement.

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3.5. Settlement Approval and Implementation Procedures. As part of this Settlement, the Parties agree to the following procedures for obtaining the Court's preliminary approval of the Settlement: conditionally certifying the Settlement Class, notifying Settlement Class Members of the Settlement, obtaining the Court's final approval of the Settlement, and processing the Individual Settlement Payments and distributing the PAGA Payment, as set forth below.

3.5.1. Preliminary Approval and Certification. As soon as practicable after execution of this Settlement, pending the Court's availability, Plaintiffs will submit this Settlement to the Court for preliminary approval of the Settlement, in accordance with California Rules of Court, Rule 3.769(c). Such submission will include this Settlement, the proposed Notice Packet, the proposed Preliminary Approval Order, and any memoranda and evidence as may be necessary for the Court to determine that this Settlement is fair, adequate, and reasonable, including the Declaration of Class Counsel. The Parties agree to request the Court to enter an order conditionally certifying the Settlement Class after the preliminary approval hearing, in accordance with California Rules of Court, Rule 3.769(d).

3.5.2. Class Information. No more than twenty (20) calendar days after the entry of the Preliminary Approval Order by the Court, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing Notice Packets to Class Members and PAGA Members.

3.5.3. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Settlement Administrator will perform a search on the National Change of Address database to update the Class Members' addresses. No more than ten (10) calendar days after receiving the Class Information from Defendant, as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Settlement Class Members by regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The Settlement Administrator shall attempt to locate updated addresses for returned notices from the mailing of the Notice Packets through the Response Deadline .

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3.5.4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto or as described in paragraph 3.5.5 of this Settlement.

3.5.5. For each Class Member whose Notice Packet is returned, and a forwarding address is not affixed thereto, there will be one skip trace by the Settlement Administrator. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member at the updated mailing address so identified. One supplemental Notice Packet shall be mailed to each Class Member whose original Notice Packet is returned as undeliverable to the Settlement Administrator, if a forwarding or updated address can be identified. Such re-mailing shall be made within five (5) business days of the Settlement Administrator receiving notice that the respective Notice Packet was undeliverable. Any requests to Defendant's Counsel by the Settlement Administrator for documents or information from Defendant that are reasonable and seek information within the scope of Class Information must be responded to within a reasonable amount of time by Defendant's Counsel. It is the intent of the Parties that reasonable means be used to locate the Class Members and apprise them of their rights.

3.5.6. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Settlement Administrator shall have ten (10) calendar days thereafter, or until the Response Deadline has expired, whichever is later, to mail the Request for Exclusion or a Notice of Objection. Notice Packets that are resent shall inform the recipient of this adjusted deadline. The date of the postmark on the return envelope shall be the exclusive means used to determine whether a Class Member has returned his or her Request for Exclusion on or before the adjusted deadline. It will be conclusively presumed that if an envelope so mailed has not been returned within thirty (30) days of the mailing, that the Class Member received the Notice Packet. If a Class Member's Notice Packet is returned to the Settlement Administrator more than once as undeliverable, then an additional Notice Packet shall not be re-mailed.

3.5.7. Compliance with the procedures specified in paragraphs 3.5.3 through 3.5.6 of this Settlement shall constitute due and sufficient notice to Class Members of this

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Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel, and Defendant's Counsel to provide notice of the proposed Settlement.

3.6. Disputes. Class Members will have the opportunity, should they disagree with Defendant's records regarding their weeks worked during the Class Period and within the forty-five (45) day Response period (pursuant to paragraph 1.42 of this Settlement) to provide documentation and/or an explanation to show contrary weeks worked. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

3.7. Exclusions (Opt-Outs). The Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion or the Request for Exclusion form by the Response Deadline. The Request for Exclusion: (1) must contain the name, address, and the last four digits of the Social Security number and/or the entire Employee ID number of the Class Member requesting exclusion; (2) must contain a clear statement by the Class Member electing to be excluded; (3) must be signed by the Class Member; and (4) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether it has been timely submitted.

3.7.1. If the Request for Exclusion does not contain the information listed in (1)-(4), it will not be deemed a valid Request for Exclusion from this Settlement.

3.7.2. Any Class Member who requests to be excluded from the Settlement in accordance with the provisions of this paragraph will not be entitled to any recovery under the

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Settlement, will not be bound by the terms of the Settlement, and will not have any right to object, appeal, or comment thereon.

3.7.3. Class Members who receive a Notice Packet but fail to submit a valid and timely Request for Exclusion on or before the Response Deadline, which is forty-five (45) days from the date of the mailing of the Notice Packet, shall be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is approved by the Court.

3.7.4. Any Class Member who does not request exclusion, as set forth above, is deemed to have released all claims, including Released Claims against Released Parties, as set forth herein and therefore by operation will be deemed a Settlement Class Member.

3.7.5. Class Counsel shall not represent any Class Member with respect to any such Request for Exclusion.

3.7.6. Class Members who submit a valid Request for Exclusion may not also submit a Notice of Objection. PAGA Members cannot opt out or submit a Request for Exclusion.

3.7.7. The Settlement Administrator shall provide the Parties with regular updates regarding the status of any Requests For Exclusion.

3.8. Objections. The Notice Packet shall state that Class Members who wish to object to the Settlement shall mail a written statement of objection ("Notice of Objection") by the Response Deadline, which is forty-five (45) days from the date of the mailing of the Notice Packet, to the Settlement Administrator. The date of the postmark on the return mailing envelope on the Notice of Objection shall be the exclusive means used to determine whether the Objection has been timely submitted. The Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the dates of employment of the Class Member; (3) the last four digits of the Class Member's Social Security number and/or the entire Employee ID number; (4) the basis for the objection; (5) whether the Class Member intends to appear at the Final Approval Hearing; and (6) any legal briefs, papers or memoranda the objecting Class Member proposes to submit to the Court. Within five (5) days of receiving a Notice of Objection from a Settlement Class Member, the Settlement Administrator shall forward the Notice of Objection to Class Counsel and Defendant's Counsel. Plaintiffs shall thereafter lodge the Class

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Member's Notice of Objection with the Court in advance of the Final Approval Hearing. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Class Members who submit a timely Notice of Objection will have a right to appear at the final approval hearing in order to have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or requests for exclusion from the Settlement, or to appeal from the Court's Final Judgment. Class Counsel shall not represent any Class Member with respect to any such objection. The Parties have the right to monitor and review administration of the Settlement to verify that the monies allocated to the Settlement Class are distributed in a correct amount.

3.9. Plaintiffs' Participation. By executing this Settlement, Plaintiffs hereby stipulate they will not object to or exclude themselves from the Settlement in any way.

3.10. No Solicitation of Settlement Objections or Exclusions. The Parties and their counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Notices of Objection to the Settlement or Requests for Exclusion from the Settlement, or to appeal from the Court's Final Judgment.

3.11. Funding of the Gross Settlement Amount. This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant. Defendant is separately and solely responsible for any employer payroll taxes owed as a result of the Settlement. Defendant shall fund the Gross Settlement Amount by no later than Thirty (30) calendar days after the Final Judgement Date.

3.11.1. No more than five (5) business days after Defendant make the Gross Settlement Amount payment, the Settlement Administrator shall provide the Parties with an accounting of all anticipated payments from the Gross Settlement Amount. The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount the anticipated

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payments for (1) Class Representative Service Awards, as specified in this Settlement and approved by the Court; (2) Class Counsel Award, as specified in this Settlement and approved by the Court; (3) Class Counsel Costs, as specified in this Settlement and approved by the Court; (4) Settlement Administration Costs, as specified in this Settlement and approved by the Court; and (5) the LWDA PAGA Allocation, as specified in this Settlement and approved by the Court. The Net Settlement Amount shall be distributed in Individual Settlement Payments in accordance with Paragraphs 3.12 and 3.13.

3.12. Individual Settlement Payments. Each Settlement Class Member shall be eligible to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount, based on the number of weeks worked by the Settlement Class Member for Defendant during the Class Period, as a proportion of all weeks worked by all Class Members for Defendant during the Class Period. Individual Settlement Payments shall be paid by check pursuant to the formula set forth in Paragraph 3.12.1 below. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' last known mailing address no later than fifteen (15) calendar days after Defendant make the payment of the Gross Settlement Amount. Individual Settlement Payments shall specifically indicate that they are void if not negotiated within one hundred twenty (120) days of their issuance. Individual Settlement Payments reflect settlement of a dispute regarding wages, interest, and penalties. Individual Settlement Payments will be allocated as follows: ten percent (10%) as wages; eighty percent (80%) as interest; and ten percent (10%) as penalties. The "wage" portion of each Individual Settlement Payment will be reduced by any Employee Taxes. The Settlement Administrator shall issue the appropriate tax documents associated with the Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated as "wages" and an IRS Form 1099 for the amounts allocated as "interest" or "penalties."

3.12.1. Individual Settlement Payment Formula. After deducting the Class Counsel Award, the LWDA PAGA Allocation, Class Representative Service Awards, and Settlement Administration Costs, the remaining funds (the "Net Settlement Amount"), shall be distributed as follows: The Settlement Administrator shall divide the Net Settlement Amount by the total number of workweeks Class Members worked for Defendant during the Class Period in order to

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determine the amount each Settlement Class Member is entitled to for each workweek he or she worked for Defendant (the "Weekly Amount") during the Class Period. The Settlement Administrator shall multiply the Weekly Amount by the estimated total number of workweeks that each Class Member worked for Defendant during the Class Period. The product of each calculation represents the gross Individual Settlement Payment for the respective Class Member. The Settlement Administrator shall then deduct Employee Taxes attributable to wages to arrive at the net Individual Settlement Payment for each respective Class Member. Within fifteen (15) calendar days after Preliminary Approval, Defendant shall provide the Settlement Administrator with any information reasonably necessary to perform the calculation of number of workweeks for each Class Member, and any other reasonably required information the Settlement Administrator requests to perform the calculations required under this Settlement, that is within the scope of the Class Information. Defendant shall have no responsibility for deciding the validity of any Individual Settlement Payment or any other payments made pursuant to this Settlement, shall have no involvement in or responsibility for the determination or payment of Employee Taxes, and shall have no liability for any errors made with respect to such Employee Taxes. Prior to final distribution, the Settlement Administrator shall calculate the *final* Net Settlement Amount based on the actual amounts the Court approves for Class Counsel Award, the LWDA PAGA Allocation, Class Representative Service Awards, and Settlement Administration Costs. The Net Settlement Amount will then be distributed to Settlement Class Members based on their respective Weekly Amount pursuant to Paragraph 3.12.

3.13. **PAGA Allocation & Related Release**. Out of the Gross Settlement Amount that is ultimately preliminarily approved, Defendant shall pay a total of Twenty Thousand Dollars ($20,000.00) to resolve the PAGA Released Claims (Delineated in Paragraph 1.38) of PAGA Members (the "PAGA Payment"). Of this amount, 75% ($15,000.00) will be paid to the LWDA and 25% ($5,000.00) will be distributed on a pro rata per workweek basis to the PAGA Members who worked at any time from PAGA Period. Each PAGA Member's Individual PAGA Payment will be calculated based on the total number of workweeks he or she worked during the PAGA Period. To establish the workweek value, the Settlement Administrator will first determine the

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total number of weekly pay periods worked by PAGA Members during the PAGA Period. 25% of the PAGA Settlement Fund will then be divided by the total number of weekly pay periods worked by PAGA Members during the PAGA Period to determine the workweek value. The PAGA Member Allocation represents the portion of civil penalties awarded directly under PAGA, and shall be considered 100% penalties. PAGA Members will not be required to submit a claim form in order to be issued a check for their share of the PAGA Payment. The PAGA Members will not have the opportunity to opt out of or object to the PAGA Payment and release of the PAGA Released Claims. PAGA Members to whom an Individual PAGA Payment has been issued by the Settlement Administrator shall be deemed to have released the PAGA Released Claims as to any civil and statutory penalties, and any other attorney's fees and costs related to PAGA.

3.13.1. Settlement Class Members are not eligible to receive any compensation other than the Individual Settlement Payment (and PAGA Payment for PAGA Members), and they may only receive an Individual Settlement Payment if they do not submit a valid and timely Request for Exclusion to opt out of the Settlement. Plaintiffs, however, are also eligible to receive a Class Representative Service Awards.

3.13.2. No benefit, including but not limited to pension benefits, shall increase or accrue as a result of any payment made pursuant to this Settlement.

3.13.3. If an Individual Settlement Payment is returned to the Settlement Administrator as undeliverable and does not have a forwarding address, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search. If the returned Individual Settlement Payment has a forwarding address, or another address is identified, the Settlement Administrator shall mail the Individual Settlement Payment to the forwarding, or newly identified, address. If an Individual Settlement Payment is returned to the Settlement Administrator a second time as undeliverable, the Settlement Administrator shall not attempt any further re-mailing of that Individual Settlement Payment, but shall hold such Individual Settlement Payment until it becomes void. Any settlement checks that remain uncashed one hundred twenty (120) calendar days after issuance shall be void ("Voided

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Checks").

3.13.4. Any settlement checks that are not cashed within one hundred twenty (120) days after mailing shall thereafter be paid to the California State Controller in the name of the Class Member who did not cash his or her check.

3.14. Class Representative Service Awards. Defendant agrees not to oppose or object to any application or motion by Plaintiffs for Class Representative Service Awards, not to exceed Twenty Thousand Dollars ($20,000.00) collectively for Plaintiffs, as consideration for Plaintiffs' time and effort in bringing and prosecuting this matter. Specifically, Defendant agrees not to oppose or object to any application or motion by Plaintiffs for Class Representative Service Awards of Ten Thousand Dollars ($10,000.00) to each Plaintiff, subject to Court approval. The Class Representative Service Awards shall be paid to Plaintiffs from the Gross Settlement Amount no later than fifteen (15) calendar days after Defendant funds the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for their Class Representative Service Awards. Plaintiffs shall be solely and legally responsible for payment of all applicable taxes on their Class Representative Service Awards and shall hold Defendant and harmless from any claim or liability for taxes, penalties, or interest arising as a result of their Class Representative Service Award. The Class Representative Service Awards shall be in addition to Plaintiffs' Individual Settlement Payment as a Settlement Class Member. In the event that the Court awards lesser amounts than the Class Representative Service Awards requested, then any portion of the requested amount not awarded to Plaintiffs shall be added to the Net Settlement Amount and distributed to the Settlement Class Members as provided in this Settlement. Plaintiffs shall not have the right to revoke this agreement to the Settlement on the grounds the Court did not approve any or all of their request for a Class Representative Service Awards.

3.15. Class Counsel Award. Defendant agrees not to oppose or object to any application or motion by Class Counsel for Class Counsel fees not to exceed One Hundred Eight Thousand Three Hundred Thirty-Three Dollars Three Hundred Thirty-Three Cents ($108,333.33) and Class Counsel costs not to exceed Fourteen Thousand Dollars ($14,000.00) from the Gross Settlement

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Amount. So long as there are no objections, the Class Counsel Award shall be paid no later than fifteen (15) calendar days after the Defendant funds the Gross Settlement Amount. If there is an objection(s), the Class Counsel Award shall be paid no later than fifteen (15) calendar days after the adjudication of the objection(s). Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payments made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel fees and Class Counsel costs and not granted by the Court shall become part of the Net Settlement Amount and be distributed to Settlement Class Members as provided in this Settlement.

3.16. Defendant's Option to Terminate Settlement. If, after the Response Deadline and before the Final Approval Hearing, five percent (5%) or more of the number of Settlement Class Members, i.e. fifteen or more class members, submit timely and valid Requests for Exclusion from the Settlement, Defendant shall have, in its sole discretion, the option to terminate this Settlement. The Settlement Administrator must provide Defendant with the number and percentage of valid and timely Requests for Exclusion no later than twenty-one (21) calendar days prior to the Final Approval Hearing. Defendant shall exercise its option to terminate, if they wish, no later than fourteen (14) calendar days prior to the Final Approval Hearing. If Defendant decides to void the Settlement, then the Settlement and conditional class certification shall be considered void, and neither the Settlement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement had been neither entered into nor filed with the Court. Should Defendant void the Settlement under this paragraph, Defendant shall be responsible for all Settlement Administration Costs incurred by the Settlement Administrator through the date that Defendant notify the Settlement Administrator that they are exercising the option to terminate the Settlement.

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3.17. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. Such costs of administration are not to exceed Seven Thousand Five Hundred Dollars ($7,500.00) unless the court approves a higher amount. No fewer than twenty (20) days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Parties with a statement detailing the costs of administration. The Settlement Administrator, on Defendant's behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth in this Settlement, to Settlement Class Members and PAGA Members, calculated in accordance with the methodology set out in this Settlement and orders of the Court. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator shall be responsible for processing and mailing all payments described in the Settlement to the Plaintiffs, Class Counsel, Settlement Class Members, Aggrieved Employees, the LWDA, tax authorities; printing and mailing the Notice Packets to the Settlement Class Members as called for in this Settlement and ordered by the Court; receiving and reporting Notice of Objections and Requests for Exclusion submitted by Class Members; providing declaration(s), including a Declaration of Class Counsel, as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be Settlement Administration Costs. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Defendant fully funds the Gross Settlement Amount. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs,

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Settlement Class Members, Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Settlement..

3.18. Final Approval Hearing. At a reasonable time following the Response Deadline, the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the Court shall determine amounts properly payable for (i) the Class Counsel Awards, (ii) the Class Representative Service Awards, (iii) Individual Settlement Payments; (iv) the LWDA PAGA Allocation; and (v) the Settlement Administration Costs.

3.19. Entry of Final Judgment. If the Court approves this Settlement at the Final Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the Gross Settlement Amount has been fully funded, with the Court retaining jurisdiction over the Parties to enforce the terms of the judgment. If the Court grants Final Approval to the Settlement, notice of Final Approval shall be posted on the Settlement Administrator's website, at www.phoenixclassaction.com.

3.20. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement Class Members pursuant to this Settlement will not count as earnings or compensation for purposes of any benefits (*e.g.*, pensions, retirement plans, vacations, holiday pay, etc.). Nor shall the amounts paid to Plaintiffs or other Class Members pursuant to this Settlement have any effect on the eligibility for, or calculation of any of the employee benefits of Plaintiffs or Settlement Class Members. It is expressly understood and agreed that the receipt of Individual Settlement Payments and/or PAGA Payments shall not entitle any Settlement Class Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Settlement Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that payments from Net Settlement Amount provided for in this Settlement are the sole payments to be made by Defendant to Settlement Class Members in connection with this Settlement, with the sole exception of Plaintiffs' Class Representative Service Award, and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having

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received funds form the Net Settlement Amount. Furthermore, the receipt of Individual Settlement Payments by Settlement Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Settlement Class Member(s) and Defendant.

3.21. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does not enter a Final Judgment as provided herein; (iv) the Settlement does not become final for any other reason, including Defendant exercising its option to terminate the settlement (pursuant to Section 3.16 of this Stipulation), this Settlement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement, and the Parties shall proceed in all respects as if this Settlement had not been executed, except that any costs already incurred by the Settlement Administrator shall be split by the Parties, unless the settlement is nullified as a result of Defendant's termination of the settlement pursuant to Section 3.16 of this Stipulation, in which case the costs shall be paid by Defendant. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any costs incurred by the Settlement Administrator prior to being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator equally by the Parties within thirty (30) calendar days of said notification.

3.22. No Admission by the Parties. Defendant denies any and all claims alleged in this Action and deny all wrongdoing whatsoever. This Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication, with respect to any claim, of any fault, concession, or omission by Defendant. Neither this Settlement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of

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any fault, concession, or omission by Defendant, or that class certification is proper under the standard applied to contested certification motions. The Parties stipulate and agree to the certification of the Settlement for settlement purposes only. The Parties further agree that this Settlement will not be admissible in this or any other proceeding as evidence that either: (i) a class action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the terms of this Settlement.

3.23. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the interpretation, calculation or payment of settlement claims, or other disputes regarding compliance with this Settlement shall be resolved as follows:

3.23.1. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any Settlement Class Members, or Defendant at any time believe that the other Party or Parties have breached or acted contrary to the Settlement, that Party shall notify the other Party or Parties in writing within twenty-one (21) days of the alleged violation.

3.23.2. Upon receiving notice of the alleged violation or dispute, the responding Party shall have ten (10) days to correct the alleged violation and/or respond to the initiating Party with the reasons why the Party disputes all or part of the allegation.

3.23.3. If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their differences.

3.23.4. Prior to the Court's involvement pursuant to paragraph 3.36, if the Parties still cannot resolve a dispute, the Parties shall utilize the services of the Hon. Thierry Colaw (Mediator) in a good faith attempt to mediate and resolve the dispute.

3.23.5. If the Parties are unable to resolve their differences after twenty (20) days, either Party may file an appropriate motion for enforcement with the Court. The briefing of such motion should be in letter brief form and shall not exceed five (5) single-spaced pages (excluding exhibits).

3.23.6. Reasonable attorneys' fees and costs for work done in resolving a dispute, pursuant to this section may be recovered by any Party that prevails under the standards set forth

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within the meaning of applicable law.

3.24. Exhibits and Headings. The terms of this Settlement include the terms set forth in Exhibits A and B, which are attached to this Settlement and incorporated by this reference as though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Settlement are inserted for convenience of reference only and do not constitute a part of this Settlement.

3.25. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action and thereafter implement and complete the Settlement.

3.26. Amendment or Modification. This Settlement may be amended or modified only by a written instrument signed by all the Parties and counsel for all Parties or their successors-in-interest.

3.27. Entire Settlement. This Settlement and any attached Exhibits constitute the entire agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement or its exhibits, other than the representations, warranties, and covenants contained and memorialized in the Settlement and its exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

3.28. Authorization to Enter into Settlement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Settlement on behalf of Defendant represents and warrants that he or she is authorized to sign this Settlement on behalf of Defendant. Plaintiffs

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each represent and warrant that they are authorized to sign this Settlement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

3.29. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

3.30. California Law Governs. All terms of this Settlement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

3.31. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

3.32. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement 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 interpreting, implementing, and enforcing this Settlement and all orders and judgments entered in connection therewith.

3.33. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent possible, consistent with applicable precedents.

3.34. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to conditional class certification for purposes of this Settlement only.

3.35. Cooperation. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may be reasonably necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may

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become necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

3.36. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

3.37. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and that this Settlement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement.

3.38. All Terms Subject to Final Court Approval. All amounts and procedures described in this Stipulation are subject to final Court approval.

3.39. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs:

Kevin Mahoney, Esq.
John A. Young, Esq.
MAHONEY LAW GROUP
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

To Defendant:

Larry Kazanjian, Esq.
Casey M. Blanas, Esq.
PALMER KAZANJIAN LLP
2277 Fair Oaks Blvd., Ste. 455
Sacramento, CA 95825
Telephone: (916) 442-3552
Facsimile: (916) 640-1521

3.40. Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice of Settlement will advise all Settlement Class Members of the binding nature of the release, and such shall have the same force and effect as if each Settlement Class Member executed this Settlement.

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3.41. Execution by Plaintiffs and Defendant. Plaintiffs and Defendant, by signing this Settlement, are bound by the terms herein.

3.42. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

3.43. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which together shall constitute one and the same document. An electronic signature shall be treated as an original signature for all purposes. A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

Dated:_____

On behalf of FOSTER DAIRY FARMS

_____

Printed:_____

Title:_____

Dated: 04 / 01 / 2025

JOSE GODINEZ

Jose Godinez

_____

Dated: 04 / 02 / 2025

RAFAEL MUNOZ PEREZ

Rafael Perez

_____

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Dated:_____

On behalf of FOSTER DAIRY FARMS

_____

Printed: Walter M. Mendez

Title: VP of HR

Dated: _____

JOSE GODINEZ

_____

Dated: _____

RAFAEL MUNOZ PEREZ

_____

Exhibit A

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NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF STANISLAUS
GODINEZ, ET AL. V. FOSTER DAIRY FARMS, CASE NO. CIV-23-003194

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

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY FOSTER DAIRY FARMS ("DEFENDANT"), AS A NON-EXEMPT HOURLY PAID EMPLOYEE IN CALIFORNIA AT ANY TIME DURING THE PERIOD BEGINNING JUNE 8, 2019 THROUGH OCTOBER 2, 2024, EXCLUDING DRIVERS OR EMPLOEES THAT SIGNED A SEVERANCE AGREEMENT, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.

Defendant's records show that, between June 8, 2019 through October 2, 2024, you worked <<weeks worked>> as a non-exempt employee. Based on these records, your estimated minimum settlement payment is <<estimated amount>>.

TO UNDERSTAND YOUR RIGHTS, READ THIS NOTICE CAREFULLY.

- A proposed class action settlement (the "Settlement") has been reached between Plaintiffs Jose Godinez and Rafael Munoz ("Plaintiffs"), on behalf of themselves and the below-defined Settlement Class, and Defendant Foster Dairy Farms ("Defendant").

- The Settlement resolves a class action and Private Attorneys General Act ("PAGA") lawsuit (the "Action") regarding Plaintiffs' allegations that Defendant failed to provide meal periods, failed to provide rest periods, failed to pay minimum wage, failed to pay overtime, failed to pay all wages at termination, failed to pay waiting time penalties, failed to provide accurate wage statements, failed to reimburse for business expenditures, failed to comply with the California and Federal Workers Adjustment and Retraining Notification ("WARN") Act, and engaged in unfair business practices, and is liable for civil penalties. Defendant denies all liability to Settlement Class Members, asserts that it properly and timely compensated employees for all wages owed, including minimum wages, overtime wages, and final wages; properly and timely provided accurate itemized wage statements; properly and timely provided meal and rest periods; reimbursed employees for any business expenditures, complied with the WARN Act, fully complied with all applicable wage and hour laws; has not engaged in any unfair business practices; and has entered into the Settlement solely for purposes of resolving this dispute.

- The Settlement provides for settlement payments based on the number of weeks you worked while employed by Defendant, in a non-exempt position, between June 8, 2019 through October 2, 2024.

Your estimated minimum settlement payment and covered weeks worked during the relevant period are printed on the notice below.

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OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive a settlement payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant involving the same or similar legal claims as the ones in this Action, based on the facts alleged in this Action. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF FROM THE CLASS	Submit a request for exclusion post marked no later than [Response Deadline]. This is the only way for you to be part of any other lawsuit against Defendant involving the same or similar legal claims as the ones in this Action. If you submit a Request for Exclusion, you will not receive a class settlement payment and you will not be bound by the terms of the Settlement. If you request to be excluded from the Settlement, you will still receive a PAGA individual payment if you worked during the PAGA Period (August 17, 2022 through October 2, 2024) also referred to as the "PAGA Class Period", and shall be bound by the PAGA release.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection and any supporting papers to the Settlement Administrator. The Objection must be postmarked no later than [Response Deadline]. You may also attend the Final Approval Hearing, with or without an attorney, to voice your objections (whether you had previously mailed a written objection or not).
GO TO THE HEARING	You may also attend the Final Approval Hearing, with or without an attorney, to voice your objections, if any (whether you had previously mailed a written objection or not). You can still submit a claim form. If the Court approves the Settlement, you will be bound by it.

- These rights and options, and how to exercise them, are explained in more detail in this notice.

- The Court handling this Action still has to decide whether to grant final approval of the Settlement. Settlement payments will only be issued if the Court grants final approval of the Settlement.

- Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

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BASIC INFORMATION

1. Why Did I Get This Notice?

Defendant's records show that you are, or have been, employed by Defendant as a non-exempt employee at some point in California during the period from June 8, 2019, through October 2, 2024. This notice explains the Action, the Settlement, and your legal rights.

The lawsuit is known as *Godinez, et al. v. Foster Dairy Farms,* and is pending in the Superior Court of California for the County of Stanislaus, Case No. CIV-23-003194 (the "Action").

2. What is the Action About?

The Action generally involves claims under California's wage and hour laws. Plaintiffs allege that Defendant did not compensate their employees for all hours worked, did not provide them with meal and rest breaks, did not provide accurate itemized wage statements, failed to reimburse for business expenditures, failed to comply with the California and Federal Workers Adjustment and Retraining Notification ("WARN") Act, and failed to pay wages upon ending employment. As a result, Plaintiffs allege that they and Settlement Class Members (defined in response to Question 4 below) are entitled to recover unpaid wages, including overtime wages, interest, and penalties. Defendant denies that it engaged in any wrongful conduct or that it violated the law in any way, and it believes that Plaintiffs and the Settlement Class were properly compensated and provided meal and rest breaks, reimbursed all wages, and provided accurate itemized wage statements.

3. Why is This A Class Action?

Class action lawsuits are generally used where a large number of individuals are believed to be affected. In a class action, one or more persons, called the "Plaintiffs" (in this case, Jose Godinez and Rafael Munoz Perez), sue on behalf of people who have similar alleged claims. All of these people are a "class" or "class members." Once the class is certified, the Court resolves the issues for all class members, except for those who exclude themselves from the class. Class certification does not mean that there was any wrongdoing on the part of Defendant. On **[insert date]**, the Honorable Stacy Speller issued an order conditionally certifying the Settlement Class for Settlement purposes only.

4. Who Is In The Settlement Class?

"Settlement Class Members" or "Settlement Class" means all current and former non-exempt, hourly paid employees employed by Defendant during the Class Period, excluding any drivers whose employment is governed by the Department of Transportation Regulations or employees who signed severance agreements.

5. Why Is There A Settlement?

After conducting thorough investigation, including review of policies, payroll records, time

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records and personnel files, both sides have agreed to the Settlement as described in this notice to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken or that Defendant engaged in any wrongdoing. Defendant denies all of the claims asserted in the Action and denies that it has violated any laws. A settlement permits the parties to avoid the cost, delay, and uncertainty of trial, and permits eligible Class Members to receive some compensation sooner, rather than engaging in years of further litigation – including motions for summary judgment, trial, and an appeal – with the possibility of no recovery at all. The Settling Parties disagree on both liability and damages, and do not agree on the average amount of damages, if any, that would be recoverable if the Class Representatives were to prevail at trial on each claim. Nonetheless, Defendant has concluded that further defense of this Action would be protracted and expensive, and that it is desirable that this Action be fully and finally settled upon the terms and conditions approved by the Court in order to limit further expense and avoid the burden of protracted litigation. Defendant entered into a proposed Settlement without in any way admitting to or acknowledging any fault, liability or wrongdoing of any kind. There has been no adverse determination by any court against Defendant or anyone else on the merits of the claims asserted in the Complaint.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What Does The Settlement Provide?

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of Three Hundred Twenty-Five Thousand Dollars ($325,000.00). Defendant will fund the Gross Settlement Amount no later than thirty (30) days of the Final Approval Date. Individual Settlement Payments will be mailed by regular First-Class U.S. Mail to Settlement Class Members' last known address no later than fifteen (15) calendar days after Defendant fund the Gross Settlement Amount.

Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees, not to exceed One Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($108,333.33), which is 33-1/3% of the Gross Settlement Amount; attorneys' actual costs, not to exceed Fourteen Thousand Dollars ($14,000.00); Class Representative Enhancement Awards to each Plaintiff for their services as Plaintiffs and class representatives, not to exceed Ten Thousand Dollars ($10,000.00) for each Plaintiff, which would be a total of Twenty Thousand Dollars ($20,000.00); a payment of Fifteen Thousand Dollars ($15,000.00) to the State of California Labor and Workforce Development Agency ("LWDA") for alleged civil penalties; and the fees and expenses of the Settlement Administrator, Phoenix Settlement Administrators, not to exceed Seven Thousand Five Hundred Dollars ($7,500.00), which will result in a net amount payable by Defendant for distribution to Settlement Class Members who do not opt out ("The Net Settlement Amount"). The remaining Five Thousand Dollars ($5,000.00) of the PAGA Allocation, will be paid to Class Members who worked during the PAGA Period based on the number of pay periods worked by the Class Member during the PAGA Period, August 17, 2022 through October 2, 2024).

Individual Class Settlement Payment Formula: The Net Settlement Amount will be distributed to Settlement Class Members who do not opt out of the Settlement ("Participating Class Members"), as follows: The Settlement Administrator shall divide the Net Settlement Amount by the total number of workweeks Class Members worked for Defendant during the Class Period in

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order to determine the amount each Settlement Class Member is entitled to for each workweek he or she worked for Defendant (the "Weekly Amount") during the Class Period. The Settlement Administrator shall multiply the Weekly Amount by the estimated total number of workweeks that each Class Member worked for Defendant during the Class Period. The product of each calculation represents the gross Individual Settlement Payment for the respective Class Member. The Settlement Administrator will then deduct all Employee Taxes attributable to wages to arrive at the net Individual Settlement Payment for each Participating Class Member.

No benefit, including but not limited to pension benefits, shall increase or accrue as a result of any payment made as a result of the Settlement.

The Parties recognize that the settlement amounts to be paid to the Participating Class Members are for wages, interest, and penalties. The Parties agree Individual Settlement Payments will be allocated as follows: ten percent (10%) as wages (for which an IRS Form W-2 will be issued), eighty percent (80%) as interest and ten percent (10%) as penalties (for which an IRS Form 1099 will be issued). **The Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any employee tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has questions**. Each Participating Class Member's pro rata gross distribution amount will be reduced by the amount of any required employee-related tax deductions.

Individual Class Settlement Payment to Participating Class Members: Each Participating Class Member shall be eligible to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount, based on the number of weeks worked by the Participating Class Member for Defendant during the Class Period, as a proportion of all weeks worked by all Participating Class Members for Defendant during the Class Period.

Individual PAGA Settlement Payment Formula: The Settlement Administrator shall divide the PAGA Allocation to be distributed to Class Members that worked during the PAGA Period regardless of whether they opt-out of the Individual Class Settlement Payment. Twenty-Five percent (25%) of the PAGA Allocation or Five Thousand Dollars ($5,000.00) shall be distributed to Class Members by the total number of pay periods they worked during the PAGA Period. Each Class Member's Individual PAGA Payment will be calculated based on the total number of pay periods he or she worked during the PAGA Period. To establish the pay period value, the Settlement Administrator will first determine the total number of pay periods worked by Class Members during the PAGA Period. Twenty-Five percent (25%) of the PAGA Allocation will then be divided by the total number of pay periods worked by Class Members during the PAGA Period to determine the pay period value. The product of each calculation represents the gross Individual PAGA Settlement Payment for the respective Class Member. The PAGA Member Allocation represents the portion of civil penalties awarded directly under PAGA, and shall be considered 100% penalties.

DEFENDANT'S RECORDS INDICATE YOU WORKED APPROXIMATELY [INSERT WORKWEEKS] WORKWEEKS DURING THE SETTLEMENT CLASS PERIOD.

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DEFENDANT'S RECORDS INDICATE YOU WORKED APPROXIMATELY [INSERT PAY PERIODS] PAY PERIODS DURING THE PAGA PERIOD.

BASED ON YOUR TOTAL WORKWEEKS DURING THE CLASS PERIOD AND PAY PERIODS WORKED DURING THE PAGA PERIOD, YOUR ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT IS [INSERT AMOUNT], TO BE ISSUED LESS APPLICABLE TAXES.

To the extent any Participating Class Member disputes any aspect of his or her payment, that Participating Class Member must complete a workweek dispute report form and produce supporting evidence to the Settlement Administrator and it must be postmarked no later than [Response Deadline]. Late workweek dispute forms will not be considered. Defendant's records will be presumed determinative.

Once the Settlement becomes final (as described in response to Question 17 below), the process of funding the Gross Settlement Amount (as described above) will begin. The Individual Settlement Payments to Participating Class Members will be made within fifteen (15) calendar days after Defendant fully funds the Settlement. Defendant shall fund the Gross Settlement Amount by no later than thirty (30) days after the Final Approval Date. Additionally, any settlement checks that are not cashed within one hundred eighty (180) days after mailing shall thereafter be paid to the California State Controller in the name of the Class Member who did not cash his or her check.

7. What Am I Giving Up In Exchange For Settlement Benefits?

In exchange for the consideration provided, Plaintiffs and each member of the Settlement Class who does not submit a valid Request for Exclusion (defined in response to Question 10 below) will release (i) Defendant; (ii) Defendant's respective past, present and future parents, subsidiaries and affiliates, successors and assigns; (iii) the past, present and future shareholders, managers, officers, partners, members, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the following: and (iv) any individual or entity which could be jointly liable with any of the foregoing (collectively, the "Released Parties") from any and all claims that are based on acts, omissions or events that occurred during the Class Period and that are alleged in or that would arise out of facts asserted in the operative complaint(s) in the Action, including but not limited to all wage and hour claims, demands, rights, liabilities, and causes of action for unpaid wages, including minimum wage payments, overtime wages; failure to pay all wages due upon separation of employment; failure to maintain and provide accurate records; meal and rest break violations; wage statement violations, violation of the Private Attorney General Act, violation of the WARN Act, civil and statutory penalties, interest, liquidated damages, attorney's fees and costs, claims under California Labor Code sections 201-203, 226, 226.2, 226.7, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 2802, 1400, 2698-2699.5, and all applicable Industrial Welfare Commission Wage Orders, California Code of Civil Procedure section 1021.5, 29 U.S.C. § 2101 et seq., and claims under California Business & Professions Code sections 17200-17205. It is understood and agreed that Released Claims do not include claims for workers' compensation, unemployment, or disability benefits of any nature nor any claims, actions, or causes of action which may be possessed by Settlement Class Members under state or federal discrimination statutes, including, without

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limitation, the California Fair Employment and Housing Act, California Government Code section 12940, *et seq.*; the Unruh Civil Rights Act, California Civil Code section 51, *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.;* the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*; and all of their implementing regulations and interpretive guidelines. No release in this Settlement shall be effective until the Gross Settlement Amount is fully funded.

HOW TO GET A SETTLEMENT PAYMENT

8. How Do I Get A Settlement Payment?

If you do not exclude yourself from the Settlement, you will automatically receive a class settlement payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement receives final approval by the Court; and you will give up your rights to be part of any other lawsuit against the Released Parties involving the same or similar legal claims as the ones in this case, based on the facts alleged in the Action. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). If you worked during the PAGA Period, you will also receive a PAGA Payment and will be bound by the release of PAGA claims.

9. When Will I Get My Check?

Checks will be mailed to Participating Class Members after the Gross Settlement Amount is fully funded (as described in response to Question 6 above). If the judge approves the Settlement after a hearing on **[insert date]** (see "The Court's Final Approval Hearing" section below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. Please also be advised that you will have only 180 days from the date that your settlement check is issued to cash it. If you do not cash your settlement check within 180 days of the date of its issuance, your Individual Settlement Payment will be voided. **Assuming there are no appeals, it is estimated that you will receive your settlement check within approximately thirty (30) days after the Court grants final approval of the Settlement** (see "The Court's Final Approval Hearing" section below).

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How Do I Ask The Court to Exclude Me From the Settlement Class?

If you do not wish to participate in the Settlement ("opt out"), you must complete and send a timely Request for Exclusion form. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than [Response Deadline] to:

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

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Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Settlement Class Members who fail 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 and any Final Judgment entered in the Action if the Settlement is approved by the Court. Finally, this request for exclusion will not apply to your Individual PAGA Settlement Payment if you worked during the PAGA Period. You will receive your Individual PAGA Settlement Payment regardless of your request for exclusion and you will be bound by the PAGA release if the Settlement is approved.

11. If I Exclude Myself, Can I Get Anything From the Class Settlement?

No. If you exclude yourself now, you will not get anything from the settlement. If you ask to be excluded within the time allowed for a Request for Exclusion, you will not get an Individual Class Settlement Payment and you will not be bound by the Settlement. However, as stated in section 10, even if you submit a request for exclusion from the Class Action Settlement, it will not apply to your Individual PAGA Settlement Payment if you worked during the PAGA period and you will receive your Individual PAGA Settlement Payment regardless of your request for exclusion and you will be bound by the PAGA release if the Settlement is approved.

12. If I Don't Exclude Myself, Can I Sue Later?

No. Unless you exclude yourself, you give up the right to sue the Released Parties for the claims that were or could have been brought based on the facts as alleged in this Action. You must exclude yourself from the Class Action Settlement within the time indicated in the response to Question 10 above if you wish to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I Have a Lawyer In This Case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class:

Kevin Mahoney, Esq. (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young (SBN: 299808)
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone No.: (562) 590-5550
Facsimile No.: (562) 590-8400

14. How Will The Costs of the Lawsuit and The Settlement Be Paid?

The Court has preliminary approved Plaintiffs' attorneys, who are named above, as Class

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Counsel, to represent the Class. Subject to court approval, Defendant agrees to pay, as part of the Gross Settlement Amount, One Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($108,333.33) in attorneys' fees, and up to Fourteen Thousand Dollars ($14,000.00) in actual costs, to Class Counsel. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount for distribution to Participating Class Members.

In addition, and subject to Court approval, Defendant agree to pay Plaintiffs, as part of the Gross Settlement Amount, a total of up to Ten Thousand Dollars ($10,000.00) each, as Class Representative Service Awards for their participation in this lawsuit and for taking on the risk of litigation. Defendant also agrees to pay, as part of the Gross Settlement Amount, the LWDA PAGA Allocation of Fifteen Thousand Dollars ($15,000.00). Defendant also agrees to pay, as part of the Gross Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, not to exceed Seven Thousand Five Hundred Dollars ($7,500.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

15. How Do I Object to the Settlement?

Any Settlement Class Member may object to the proposed Settlement for any reason by completing a written objection. The written objection must be mailed to the Settlement Administrator at the following address by regular U.S. Mail, or the equivalent, postmarked no later than [Response Deadline]**:**

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

A written objection must be signed by the Settlement Class Member and must state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the entire Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class Member intends to appear at the Final Approval Hearing. If a Settlement Class Member wishes to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present his or his objection to the Court, they may do so whether or not they submitted a written objection to the Settlement Administrator. They may also hire counsel to represent them at the final approval hearing. Any Settlement Class Member who submits an objection or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. Settlement Class Members who submit Requests for Exclusion may not object to the proposed Settlement.

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16. What's The Difference Between Objecting and Asking to be Excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. Whether you have filed an objection on time or not, you may attend and you may ask to speak, but you don't have to.

It is not necessary for you to appear at this hearing. You may appear and speak at the hearing if you want to do so, remotely or in-person. You can arrange for a remote appearance via Zoom through the Court's online check-in process available through the court's website at https://www.stanislaus.courts.ca.gov/online-services/remote-telephonic-hearings and scheduling a remote appearance. Any attorney who will represent you must file a notice of appearance with the Court and serve the notice of appearance on Class Counsel and counsel for Defendant on or before [one week before the hearing]. You will be solely responsible for the fees and costs of your own attorney.

17. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department 22 at the Superior Court of California for the County of Stanislaus, located at 801 10th Street, 4th Floor, Modesto, CA 95354. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who ask to speak at the hearing. The Court will also decide how much should be paid for Class Counsel's fees and costs, the Settlement Administrator's costs, the PAGA Allocation, and Plaintiffs' Class Representative Service Awards. After the hearing, the Court will decide whether to approve the Settlement. If the Court grants final approval of the Settlement, the date which the Court grants final approval of the Settlement will be the Final Approval Date. We do not know how long these decisions will take.

18. Do I Have to Come to the Hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it, however, you are welcome to do so. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend and represent you, but it is not required.

19. May I Speak At The Hearing?

If a Settlement Class Member wishes to appear at the Final Approval Hearing and orally present his or his objection to the Court, they may do so regardless of whether or not they submitted a written objection.

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IF YOU DO NOTHING

20. What Happens If I Do Nothing At All?

If you do nothing, you will automatically receive a payment from this Settlement (assuming the Settlement is approved and not successfully appealed) as described above and you will be bound by the release of the claims described above and in the Settlement. If the Court grants final approval to the Settlement, notice of the final approval shall be posted on the Settlement Administrator's website at www.phoenixclassaction.com.

GETTING MORE INFORMATION

21. How Do I Get More Information?

This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel or the Settlement Administrator for more information. This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel by email at jyoung@mahoney-law.net or by phone at (562) 590-5550, or visit the Settlement Administrator website at www.phoenixclassaction.com/[INSERT BY ADMINISTRATOR] for more information. You may also view the entire case file, you can go to the City Towers Courthouse, 801 10th Street, Modesto, CA 95354, Civil Clerk's Office Fourth Floor (Hours Monday to Friday, 8:15am to 4:00 pm.)

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Exhibit B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF STANISLAUS

JOSE GODINEZ and RAFAEL MUNOZ PEREZ, as individuals and on behalf of all similarly situated employees, Plaintiff, v. FOSTER DAIRY FARMS; and DOES 1 through 50, inclusive, Defendants.	Case No.: CIV-23-003194 **REQUEST TO BE EXCLUDED FROM SETTLEMENT[1]**

ONLY COMPLETE THIS FORM IF YOU *DO NOT* WANT TO RECEIVE RECOVERY FROM THE SETTLEMENT

Name: _____

Address: _____

_____

Telephone: _____

Last 4 Digits of SSN: _____

I wish to be excluded from the Settlement of the case *Godinez, et al. v. Foster Dairy Farms,* Case No. CIV-23-003194, currently pending in the Superior Court of the State of California, County of Stanislaus. I understand by signing below I will not receive any payment from this Settlement and will not be releasing any claims at issue in this action.

Dated: _____ _____

(signature)

If you wish to be excluded from the Settlement, please complete and sign this Request for Exclusion form and mail it to *Godinez, et al. v. Foster Dairy Farms*, c/o Phoenix Class Action Administration at P.O. Box 7208, Orange, CA 92863 no later than [DATE set by Court].

[1] **DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A SETTLEMENT PAYMENT.**

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