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on behalf of himself and others similarly situated

FILED
NOV 06 2026
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

OSCAR SANCHEZ, on behalf of himself and others similarly situated,

Plaintiff,

vs.

TDSG, LLC; TOTAL DAIRY SOLUTIONS CALIFORNIA LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No. CV-23-005997

CLASS ACTION

[ASSIGNED FOR ALL PURPOSES TO THE HON. JOHN R. MAYNE, DEPT. 21]

AMENDED ~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASSAND PAGA ACTION SETTLEMENT

[*Filed concurrently with Declaration of Karla Nava of Apex Class Action, LLC Certifying Disbursement of Settlement Funds*]

Hearing Information:
Date: November 5, 2026
Time: 8:30 a.m.
Dept.: 21

[PROPOSED] ORDER AND JUDGMENT

Plaintiff OSCAR SANCHEZ's ("Plaintiff") Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees and Costs with TDSG, LLC ("Defendant TDSG") came before this Court on November 5, 2025 at 8:30 a.m. in Department 21 of Stanislaus County Superior Court located at 801 10th Street, 4th Floor, Modesto, CA 95354. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, as amended, attached as **Exhibit 1** to the Declaration of Alexander J. Aroeste in Support of Plaintiff's Motion for Final Approval (the "Settlement" or "Settlement Agreement"), Plaintiff's Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the declaration of Karla Nava on behalf of Apex Class Action LLC and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

2. The Court finds that the Class (defined below) is properly certified as a class for settlement purposes only:

> All current and former hourly, non-exempt employees of Defendants who worked for TDSG, LLC ("Defendant TDSG"); TOTAL DAIRY SOLUTIONS CALIFORNIA LLC ("Defendant TDS", or together, "Defendants") in the State of California at any time during the Class Period.

3. The "Class Period" is the period from April 2, 2023, through February 14, 2025.

4. For purposes of the settlement, the Court designates named Plaintiff OSCAR SANCHEZ as Class Representative and Joseph Lavi, Esq. and Vincent C. Granberry, Esq., and Alexander J. Aroeste, Esq. of Lavi & Ebrahimian, LLP as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable

law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all class members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other class members. The notice fully satisfied the requirements of due process.

6. The Court finds the settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

7. The Settlement Agreement is not an admission by Defendant TDSG or by any other released party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant TDSG or any other released party. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant TDSG or any of the other released parties.

8. No Class Members have objected to the terms of the Settlement.

9. No Class Members have requested exclusion from the Settlement.

10. The Escalator Clause of the Settlement has not been triggered.

11. Within fourteen (14) calendar days after the Effective Date of the Settlement, Defendants will fully-fund the non-reversionary Gross Settlement Amount of Two Hundred Ninety-Nine Thousand Five Hundred and Zero Cents ($329,577.45).

12. The Administrator will issue the following payments within fourteen (14) calendar days after receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments (c) the LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class Counsel Fees Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class Representative Service Payment.

13. In addition to any recovery that the named Plaintiff may receive under the Settlement, and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby

approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00).

14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of One Hundred Nine Thousand Eight Hundred Fifty Nine Dollars and Fifteen Cents ($109,859.15) in attorneys' fees, thirty-three and one-third of the Gross Settlement Amount, plus costs in the amount of Thirteen Thousand Dollars and Zero Cents ($13,000.00). Each are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of a common fund obtained for the class. The court also has considered the lodestar amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the class.

15. The Court approves and orders payment from the Gross Settlement Amount in the amount of Four Thousand Eight Hundred Twenty-Six Dollars and Zero Cents ($4,826.00) to Apex Class Action LLC for performance of settlement administration services.

16. The Court approves and orders the allocation of Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) of the Gross Settlement Amount as PAGA Penalties.

17. The Court approves and orders payment of Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($18,750.00) (75% of the PAGA Penalties) to the LWDA as the LWDA PAGA Payment as 75% of the PAGA Penalties.

18. The Court approves and orders payment of Six Thousand Two Hundred Fifty Dollars and Zero Cents ($6,250.00) (25% of the PAGA Penalties) to be distributed to Aggrieved Employees as Individual PAGA Payments pursuant to the terms of the Settlement.

19. In list form, the amounts approved and ordered paid are as follows:

a. Gross Settlement Amount ("GSA"): $329,577.45

b. LWDA Allocation: Total $25,000.00 composed of:

i. LWDA Payment: $18,750.00 (75% of LWDA Allocation)

ii. Aggrieved Employees: $6,250.00 (25% of LWDA Allocation)

c. Expected Deductions: Total $137,685.15, composed of:

i. $10,000.00 - Class Representative Service Payment

ii. $109,859.15 - Attorneys' Fees

iii. $13,000.00 - Attorneys' Costs

iv. $4,826.00 - Settlement Administration Costs

d. Net Settlement Amount: $166,892.30 (GSA, minus LWDA Allocation, minus Expected Deductions)

20. Participating Class Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be voided, and the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

21. Release by Participating Class Members: Following the Effective Date, and effective on the date when Defendant TDSG fully funds the entire Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Defendant TDSG and Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Sanchez Class Action as amended and which occurred during the Class Period, including, any and all claims involving any alleged failure to pay minimum wages, failure to pay overtime, failure to provide meal periods, failure to provide rest breaks, failure to indemnify employees for losses incurred as part of employment, inaccurate itemized wage statements, failure to timely pay wages upon separation; and any alleged violation of California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 2802, the applicable California Industrial Welfare Commission Wage Orders, and all related or corresponding federal laws; and any alleged unfair business practices in violation of California Business and Professions Code § 17200 et seq.; and any claims under California Labor Code Section 2698 et seq. for the foregoing Labor Code violations (the "Released Claims"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

22. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents,

attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties under California Labor Code sections 2698 through 2699.5, that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Sanchez PAGA Action and PAGA Notice and which occurred during the PAGA Period, including any and all claims for PAGA penalties for any alleged failure to pay minimum wages, failure to pay overtime, failure to provide meal periods, failure to provide rest breaks, failure to indemnify employees for losses incurred as part of employment, inaccurate itemized wage statement, failure to timely pay wages upon separation, and claims for any alleged violation of California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, and 2802.

23. Release by Plaintiff: Following the Effective Date, and upon Defendants fully funding the Gross Settlement Amount, Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, releases and discharges Defendant and Released Parties from all claims, transactions or occurrences arising during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint that were, or reasonably could have been, alleged based on facts contained in the Sanchez Class Action, Sanchez PAGA Action, and PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

24. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: 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.

25. "Released Parties" means Defendant TDSG and its parents, subsidiaries, directors, owners, shareholders, investors, board members, assigns, officers, and attorneys, past and present, and each of them acting in concert with the foregoing.

26. The "PAGA Period" means the period from April 2, 2023 through February 14, 2025.

27. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

28. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

29. The Settlement Administrator shall transmit any uncashed funds to the California State Controller's Unclaimed Property Fund in the name if the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, Subd. (b).

30. Clerk to transmit a copy of this order to the Judicial Council.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 11/5/26

Hon. John R. Mayne,
Judge of the Superior Court