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FARMS LLC and CALIFORNIA DAIRY
FARMS GP

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED

JOSE T. MARTINEZ PAHUA, GUSTAVO
PEREZ SERRANO, individuals on behalf of
themselves and on behalf of all others
similarly situated,

Plaintiff,

v.

CALIFORNIA DAIRY FARMS LLC,
CALIFORNIA DAIRY FARMS GP, MATOS
DAIRY PROPERTIES, LLC, and DOES 1
through 50, inclusive,

Defendants.

Case No. 24CV-01009

**STATEMENT OF EVIDENCE IN
SUPPORT OF JOINT MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT, LABOR CODE SEC.
2698 ET SEQ.) SETTLEMENT
AGREEMENT**

Date: October 13, 2026
Time: 8:15 a.m.
Dept.: 8

Assigned for All Purposes to:
Hon. Stephanie Jamieson

Action Filed: February 26, 2024
Trial Date: TBD

Exhibit	Description
1	Declaration of Farrah Mirabel
2	Declaration of Jenifer Matos
3	PAGA Settlement Agreement
4	PAGA Notices submitted to LWDA dated October 3, 2023, and February 26, 2024
5	Proof of Electronic Submission of the agreement and motion to the LWDA
6	Plaintiffs' Time and Pay Records
7	Relevant Handbook Policies of CDF
8	Excerpts from the Deposition of Plaintiff Jose T. Martinez Pahua taken on March 31, 2026

Dated: September 16, 2026

LAW OFFICES OF FARRAH MIRABEL

By: /s/ Farrah Mirabel
Farrah Mirabel
Attorneys for Plaintiffs JOSE T. MARTINEZ PAHUA
and GUSTAVO PEREZ SERRANO

Dated: September 16, 2026

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

By: /s/ Christina Cusimano
Christina Cusimano
Attorneys for Defendants CALIFORNIA DAIRY
FARMS LLC and CALIFORNIA DAIRY FARMS GP

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EXHIBIT 1

TO

STATEMENT OF EVIDENCE

DECLARATION OF FARRAH MIRABEL

LAW OFFICES OF FARRAH MIRABEL

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Attorneys for Plaintiffs JOSE T. MARTINEZ PAHUA, GUSTAVO PEREZ SERRANO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

JOSE T. MARTINEZ PAHUA, GUSTAVO
PEREZ SERRANO, individuals on behalf of
themselves and on behalf of all others
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CALIFORNIA DAIRY FARMS LLC,
CALIFORNIA DAIRY FARMS GP,
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Defendants.

Case No. 24CV-01009

**DECLARATION OF FARRAH MIRABEL IN
SUPPORT OF JOINT MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT**

Date: October 13, 2026

Time: 8:15 a.m.

Dept: 8

Judge: Hon. Stephanie Jamieson

Action Filed: February 26, 2024

DECLARATION OF FARRAH MIRABEL

I, Farrah Mirabel, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and am counsel of record for Plaintiffs Jose T. Martinez Pahua and Gustavo Perez Serrano in this action. I have personal knowledge of the matters stated in this declaration, except where stated on information and belief, and if called as a witness I could and would competently testify thereto.

2. This declaration is submitted in support of the parties' Joint Motion for Approval of Private Attorneys General Act (PAGA) Settlement. I participated personally in the prosecution, discovery,

1 arbitration proceedings, mediation, settlement negotiations, and evaluation of the PAGA claims in this
2 matter.

3 3. On October 7, 2023, Plaintiffs submitted a notice to the Labor and Workforce Development
4 Agency (LWDA) and to the employer concerning the alleged Labor Code violations forming the basis
5 of the PAGA claims. Plaintiffs submitted an amended PAGA notice on February 26, 2024. True and
6 correct copies of those notices are attached to the Statement of Evidence as **Exhibit 4**. The LWDA did
7 not notify Plaintiffs that it intended to investigate the alleged violations within the statutory period.

8 4. On February 26, 2024, Plaintiffs filed this action asserting class and representative claims
9 arising from alleged wage-and-hour violations, including claims concerning meal periods, rest periods,
10 minimum and overtime wages, allegedly unpaid wages, business-expense reimbursement, wage
11 statements, waiting-time penalties, paid sick leave, and related Labor Code violations.

12 5. Plaintiffs entered into arbitration agreements with Defendant during their employment.
13 Defendant thereafter moved to compel arbitration of Plaintiffs' individual claims, dismiss or otherwise
14 dispose of the class claims, and stay the action. The Court granted Defendant's motion to compel
15 arbitration on November 21, 2024.

16 6. After the order compelling arbitration, the parties agreed to arbitrate before the Honorable
17 David R. Lampe (Ret.). In arbitration, the parties exchanged and responded to written discovery.
18 Plaintiffs deposed Defendant's Person Most Knowledgeable, and Defendant deposed Plaintiffs.
19 Through that discovery, Plaintiffs' counsel obtained and reviewed evidence bearing on the alleged
20 Labor Code violations, Defendant's policies and practices, timekeeping and payroll practices, meal-
21 period premiums, claimed business expenses, paid sick leave, and the factual and legal defenses
22 asserted by Defendant.

23 7. During the course of the litigation and arbitration, I analyzed and researched the merits of the
24 asserted claims, the potential calculation of PAGA civil penalties, issues concerning derivative or
25 duplicative penalties, trial-management issues, the effect of the 2024 amendments to PAGA, the
26 possibility of discretionary reduction of penalties, and the risks of trial and appeal. I also evaluated
27 Defendant's contention that it had taken reasonable steps to comply with the Labor Code and the effect
28 that contention could have on potential penalties.

1 8. The parties participated in mediation before the Honorable Howard Broadman (Ret.). The
2 mediation did not result in an immediate resolution. Settlement discussions continued thereafter as
3 discovery and the parties' evaluation of the claims and defenses progressed. Those negotiations
4 ultimately resulted in the PAGA Settlement Agreement now presented to the Court for approval. A true
5 and correct copy of the PAGA Settlement Agreement is attached to the Statement of Evidence as
6 **Exhibit 3.**

7 10. The Settlement provides for a Gross Settlement Amount of \$5,000. Under the Settlement, 65%
8 of the PAGA penalties will be paid to the LWDA and 35% will be distributed to the Aggrieved
9 Employees as Individual PAGA Payments, allocated pro rata based on the number of pay periods
10 worked during the PAGA Period. Defendant will administer the settlement without a third-party
11 settlement administrator.

12 11. In evaluating the settlement, I considered the substantial litigation risks presented by
13 Defendant's defenses. Among other things, Defendant contends that its written meal-period, rest-
14 period, reimbursement, and payroll policies are facially lawful; that employees recorded their own time
15 using an electronic system that tracked time to the minute; that employees were paid based on recorded
16 time; that meal-period premiums were automatically paid when time records reflected facially non-
17 compliant meal periods; that Plaintiffs did not use available reporting procedures concerning missed
18 breaks; and that necessary tools, equipment, drinking water, and communication devices were provided.
19 Plaintiffs dispute material portions of those defenses, including whether work demands actually
20 permitted compliant meal and rest periods and whether all compensable time and expenses were
21 properly captured and paid.

22 12. Discovery also revealed evidentiary and proof issues that created risk as to whether Plaintiffs
23 could establish violations across all Aggrieved Employees and all pay periods. In my assessment, a
24 100% violation rate would not be a realistic trial assumption. Plaintiffs estimated that facial violations
25 could be shown in fewer than 20% of the relevant pay periods, subject to additional defenses as to
26 whether a civil penalty would ultimately be recoverable for each such pay period.

27 13. I also considered the risk that the Court could substantially reduce any PAGA penalties based
28 on the nature, severity, and duration of the alleged violations, Defendant's asserted compliance efforts,

1 and other equitable considerations. These risks materially reduced the realistic settlement value of the
2 representative PAGA claims compared with a theoretical maximum calculation.

3 14. Based on the discovery conducted, the disputed factual and legal issues, the risks of further
4 litigation, the costs and delay of continued arbitration and court proceedings, and the possibility of a
5 reduced or unsuccessful PAGA recovery, I believe the \$5,000 PAGA settlement is fair, reasonable, and
6 in the best interests of the State of California and the Aggrieved Employees.

7 15. Plaintiffs and their counsel are not requesting any attorneys' fees, litigation costs, service or
8 enhancement payments, or settlement-administration fees from the \$5,000 settlement. Defendant will
9 administer the settlement in-house. In my experience, a third-party settlement administrator would
10 ordinarily involve additional expense, and PAGA settlements commonly include requests for attorneys'
11 fees, costs, and service payments. Waiver of those requests preserves the settlement fund for the
12 LWDA and Aggrieved Employees.

13 16. The Settlement and the Joint Motion for Approval of PAGA Settlement were submitted to the
14 LWDA on September 16, 2026. A true and correct copy of the proof of electronic submission to the
15 LWDA are attached to the Statement of Evidence as Exhibit 5.

16 17. I am informed that a separate action entitled Jose Armando Castaneda v. California Dairy
17 Farms, LLC, Merced County Superior Court Case No. 25CV-01583, was filed on March 18, 2025 and
18 seeks PAGA penalties based on certain alleged wage-and-hour violations that overlap with the
19 allegations resolved by the Settlement. The settlement release in this case is limited to PAGA civil-
20 penalty claims based on the factual allegations in the Complaint and PAGA notices during the defined
21 PAGA Period and does not release the individual claims of Aggrieved Employees.

22 18. For the foregoing reasons, and based on my investigation and assessment of the claims and
23 defenses, I respectfully submit that the proposed PAGA settlement is a fair and reasonable resolution of
24 the representative PAGA claims and should be approved by the Court.

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

3 Executed on September 16, 2026 in Los Angeles, California.

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5 By: /s/ Farrah Mirabel
6 Farrah Mirabel
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EXHIBIT 2

TO

STATEMENT OF EVIDENCE

DECLARATION OF JENIFER MATOS

DECLARATION OF JENIFER MATOS

I, Jenifer Matos, declare as follows:

1. I am an owner of California Dairy Farms, LLC and California Dairy Farms GP, Defendants in this action ("CDF"). I am submitting this Declaration in support of the parties' JOINT MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT.

2. If called as a witness, I would and could competently testify to all facts stated herein from my personal knowledge except where stated upon information and belief and, as to these matters, I am informed and believe them to be true.

3. I provide oversight to the operations of CDF. California Dairy Farms LLC operated from 2015 until February 28, 2023. California Dairy Farms GP is still operating.

4. Plaintiffs Gustavo Perez Serrano and Jose T. Martinez Pahua worked as feeders at for CDF until August 30, 2023.

5. Based on Defendant's payroll records, a total of 185 non-exempt employees were employed between March 31, 2023 and December 31, 2025, and worked a total of 8,800 pay periods.

6. During the relevant time period, employees have recorded time daily, including start and end of work period and meal periods, using an electronic time keeping system. Employees record their own time. Time is tracked down to the minute; it is not rounded. Employees are paid for all time worked, as reported on the timecards. Attached to the Statement of Evidence as **Exhibit 6** are true and correct copies of an exemplar of Time and Pay Records of CDF employees showing time recorded down to the minute, meal premiums being automatically paid and overtime being paid based on reported hours. The names are redacted to protect these individuals' right of privacy and maintain confidentiality of personnel records.

7. At all relevant times, Aggrieved employees were paid bi-weekly and wage statements have contained all information required by Labor Code section 226.

8. At all relevant times, overtime premiums were calculated as 1.5 times the straight time rate of pay and meal period premiums were paid at the regular rate of pay. Employees were paid for all overtime hours worked as reported by the electronic time keeping system.

1 9. CDF's written policy provides for meal periods and rest breaks in compliance with
2 California law. Attached to the Statement of Evidence as **Exhibit 8** are true and correct copies of
3 the relevant policies in effect during Plaintiffs' employment regarding wage and hour practices.

4 10. At no time during their employment did Plaintiffs notify CDF or HR Mobile, a third
5 party HR consulting firm, of an alleged inability to take their meal periods or rest breaks. Time
6 records show some occasions when Plaintiffs failed to take compliant meal periods. It is CDF's
7 position that CDF complied with the obligation to provide Plaintiffs the opportunity to take
8 compliant meal periods but Plaintiffs chose not to. On those occasions, CDF automatically paid a
9 premium wage to Plaintiffs (as well as any employee whose time records show a non-compliant
10 meal period) simply as a precautionary measure upon advice of counsel; not as an admission that
11 there had actually been a failure to provide the meal period.

12 11. Non-exempt employees have not received any non-discretionary bonuses,
13 commissions, production or incentive pay. The regular rate of pay has at all times been the straight-
14 time rate of pay.

15 12. CDF encouraged employees to take meal periods at the 4.5 hour mark. The feed
16 software used by CDF tracks how long, from start to finish, it takes to complete a load. Plaintiffs
17 knew from experience and repetition how long it took from load to delivery and knew whether to
18 start the next load or take a meal period or rest break, to be in compliance with company policy. The
19 load time takes between 25 to 45 minutes, at most. Plaintiffs had complete autonomy to stop work.
20 CDF maintains there is no reason why Plaintiffs could not take a complaint meal period or rest
21 break.

22 13. CDF provided paid sick leave and COVID PSL in compliance with California law
23 and also provided, although not legally obligated to do so, paid vacation benefits. All accruals are
24 used are tracked on the employees' pay stubs. Plaintiffs submitted time off request forms or would
25 request to use paid sick leave if calling off work for a sick leave qualifying purpose. Based on the
26 records, CDF acted in compliance with the law as to each of these leave benefits.

27 14. During the relevant time period, CDF maintained a facially lawful policy regarding
28 reimbursement. CDF also maintains that it provided employees with all necessary tools and

1 equipment to perform their job.

2 15. Plaintiffs were both provided with Company issued mobile phones until their duties
3 changed. At some point, Plaintiffs were provided with walkie-talkie's that remained inside of the
4 equipment.

5 I declare under penalty of perjury under the laws of the State of California that the foregoing
6 is true and correct to the best of my knowledge and that this declaration was executed by me on
7 September 16, 2026, at Hilmar, California.

8
9 
10 Jennifer Matos

EXHIBIT 3

TO

STATEMENT OF EVIDENCE

PAGA SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This settlement agreement (“**Settlement**” or “**Agreement**”) is made and entered into between Jose T. Martinez Pahua and Gustavo Perez Serrano (jointly “**Plaintiffs**”), acting in their capacity as private attorney general, and California Dairy Farms, LLC and its successor California Dairy Farms, GP (jointly “**Defendant**”). The term “Party” or “Parties” as used herein shall refer to Plaintiffs, Defendant, or both, as may be appropriate.

This Agreement is subject to the approval of the Court and is made for the sole purpose of consummating the settlement of this PAGA Action subject to the following terms and conditions. As detailed below, in the event the Court does not enter orders consistent with the terms of the Settlement or the conditions precedent are not met for any reason, this Agreement shall be void and shall be of no force or effect whatsoever.

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the meanings specified below. To the extent terms or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

1. The “**Action**” means the matter entitled *Jose T. Martinez Pahua et al. v. California Dairy Farms LLC, et al.*, Merced County Superior Court Case No. 24CV-01009 and as set forth in Plaintiffs’ correspondence to the California Labor and Workforce Development Agency, LWDA Case No. LWDA-CM-986251-23, dated October 7, 2023 (“**LWDA Notice**”), and subsequently filed as a civil action on or about February 26, 2024 in Fresno County Superior Court, and any amendments thereto.

2. “**Aggrieved Employees**” consist of all current and former non-exempt employees of Defendant who performed work in California for Defendant at any time from March 31, 2023 to December 31, 2025.

3. “**Court**” means the Superior Court of California for the County of Merced.

4. “**Effective Date**” means the date by which both of the following have occurred: (a) the Agreement is fully executed; and (b) the Court approves this Agreement through entry of Order and Judgment. No money will be distributed unless and until the Effective Date occurs.

5. “**Plaintiffs’ Counsel**” or “**PAGA Counsel**” means Farrah Mirabel or Law Offices of Farrah Mirabel.

6. “**Escalator Clause**”: Employer represents that there are 8,800 PAGA Pay Periods during the PAGA Period. If the actual number of PAGA Pay Periods worked at the close of the PAGA Period is two percent more than 8,800 PAGA Pay Periods then Employer shall, at its election, (1) increase the Gross Settlement Amount on a pro-rata basis equal to the increase in the number of PAGA Pay Periods beyond 8,800 or (2) cut off the PAGA Period definition as of the date the PAGA Pay Periods total 8,976.

7. **“Complaint”** means the civil Complaint filed on February 26, 2024, for which the PAGA Release pertains. The Individual claims alleged in the Complaint are not released as part of this Settlement. As Plaintiffs entered into an arbitration agreement with class action waiver, which agreement the Court deemed valid and enforceable by way of order dated November 21, 2024, the Parties stipulate to dismissal of the Class Claims without prejudice, which stipulation is filed concurrently with the motion for approval of PAGA Settlement. Plaintiffs’ individual non-PAGA claims alleged in the Complaint are not resolved by, and not released as part of, this Settlement.

8. **“Final Judgment”** means the Judgment entered by the Court upon granting approval of the Settlement.

9. **“Gross Settlement Amount”** is a non-reversionary sum of Five Thousand Dollars and Zero Cents (\$5,000.00), which represents the total amount payable under this settlement by Defendant (subject to the Escalator Clause described above), including, without limitation, payments to all Aggrieved Employees and payment to the LWDA.

10. **“Individual Settlement Payment”** means the amount to be paid to each Aggrieved Employee based on the formula described herein.

11. **“LWDA”** means the California Labor and Workforce Development Agency.

12. **“PAGA”** means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. **“PAGA Approval”** means the Court’s order granting approval of the Settlement.

14. **“PAGA Pay Periods”** means any pay period in which Aggrieved Employees worked at least one shift performing work for Defendant during the PAGA Period based on Defendant's records.

15. **“PAGA Period”** means the time period from March 31, 2023 to December 31, 2025, unless otherwise altered by the Escalator Clause. The Parties agree that if the PAGA Period is modified under the Escalator Clause, no formal modification to this Agreement is necessary and that written confirmation between counsel for the Parties shall be sufficient to modify that provision.

16. **“Released PAGA Claims”** means the claims being released as described in Section III, Paragraph 4 below.

17. **“Settlement”** means the disposition of the PAGA Action effected by this Agreement and the Judgment.

II. RECITALS

1. As is relevant to the PAGA Action, Plaintiffs alleged that Defendant failed to provide Aggrieved Employees with meal periods or rest breaks, failed to pay minimum wage and overtime, failed to reimburse business expenses, failed to keep accurate records, failed to pay wages upon separation, failed to pay sick leave, and failed to pay COVID-19 Supplemental Sick

Leave. Plaintiffs allege that Defendant is therefore liable for civil penalties under PAGA. Defendant denies these allegations.

2. On October 7, 2023, Plaintiffs provided a written notice of their intent to file a claim for civil penalties under PAGA to the LWDA and Defendant for alleged violations of a variety of California Labor Code Sections. On February 26, 2024, Plaintiffs filed an amended PAGA notice with the LWDA for alleged violations of the Labor Code as described in Section II.1.

3. On February 26, 2024, Plaintiffs filed the Action.

4. The Parties agreed to participate in a full-day mediation and did in fact attend mediation with Mediator Judge Howard R. Broadman (Ret.). The Parties exchanged informal discovery in advance of mediation pertaining to Plaintiffs and the other Aggrieved Employees' time and pay records amongst other information and documents in order to allow for Plaintiffs' Counsel to investigate Plaintiffs' allegations and value the PAGA claim. The Parties did not reach a settlement at the conclusion of mediation.

5. Thereafter, the Parties litigated the matter in arbitration before the Honorable David A. Lampe (retired). The Parties exchanged written discovery and conducted depositions of Plaintiffs, percipient witnesses and Defendant's designated Person Most Knowledgeable.

6. There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and claims (as set forth below).

III. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Non-Admission:** Nothing in this Settlement shall be construed to be an admission by Plaintiffs that their claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiffs, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not, and may not be, cited or admitted as evidence of liability.

2. **Gross Settlement Amount:** Except as otherwise provided expressly in this Agreement, Employer will only pay a sum of Five Thousand Dollars and Zero Cents (\$5,000.00) to fully settle, resolve, and extinguish all claims for PAGA penalties asserted in the PAGA Action, including without limitation all claims asserted in the PAGA Notice. The Defendant will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. Because the payments made under this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees, this Agreement is not subject to the rules governing the settlement of class or collective actions. Accordingly, the settlement payments shall be distributed without a claims process or an opportunity to object or opt out.

3. **Allocation of Settlement Amount:**

The Gross Settlement Amount shall be distributed 65% to the LWDA and 35% to the Aggrieved Employees, pursuant to Labor Code § 2699. The 35% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees based on the proportionate number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA period.

4. **PAGA Release:** Upon entry of an Order approving the Settlement and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees will be deemed to have knowingly and voluntarily released and forever discharged Defendants and any related entities, predecessors, successors, holding companies, owners, shareholders, officers, directors, members, managers, employees, agents, attorneys, insurers or assigns, from any and all claims, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. ("PAGA") based on the factual allegations in the civil Complaint and PAGA Notices, including but not limited to, for failure to pay minimum and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements and other payroll records, failure to reimburse necessary business-related expenses and costs, failure to pay sick leave including COVID-19 supplemental paid sick leave, in violation of California Labor Code sections 201, 202, 203, 204, 210, 221 – 223, 226(a), 226.7, 245.5, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. The release is limited to claims for civil penalties under PAGA and does not release the individual claims of the Aggrieved Employees.

5. **Court Approval:** After full execution of this Agreement, Plaintiffs shall move the court for approval of the Settlement as necessary under Labor Code section 2699(s)(2) and any other applicable provision. Should the Court not grant approval of this Agreement, then the entirety of the Agreement shall be null and void, unless otherwise agreed upon in writing by the Parties. The Court shall retain jurisdiction to enforce the terms and conditions of the judgment.

6. **Releases Effective Upon Full Payment:** The Release identified in Section III, Paragraph 4 will become effective upon full payment of the Gross Settlement Amount. However, no obligation to pay the Gross Settlement Amount shall accrue unless and until the Settlement is fully executed by all Parties and their counsel and the Court has entered an Order approving the Settlement. If no such Order is entered, Defendant shall have no obligation to pay the Gross Settlement Amount.

7. **Covenants and Representation by Plaintiffs:**

- a. Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.
- b. Plaintiffs acknowledge that they have read this Settlement, that they fully understand their rights, privileges and duties under the Settlement, and enter

into this Settlement freely and voluntarily. Plaintiffs further acknowledge that they had the opportunity to consult with their attorneys to explain the terms of the Settlement and the consequences of signing this Settlement.

8. **Judgment:** As part of the Motion to approve the Settlement, Plaintiffs shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering an order as set forth herein. The order will not release or bar any claims other than the PAGA Released Claims. The Court's entry of judgment shall not be deemed a finding against or an admission by Defendant of any liability. The Parties agree to reasonably cooperate in preparing any other filings required by the Court for approval of this Settlement.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Provision of Information for Aggrieved Employees and Payment:** The Defendant shall provide counsel for Plaintiff an anonymized spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee within fifteen (15) court days of the Court approving the PAGA Settlement. Defendant shall obtain approval from Plaintiff's counsel of the calculations before mailing Individual Settlement Payments.

2. **Explanatory Letter/Notice and Individual Settlement Payments:** Prior to mailing, Defendant will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses for any former employees. No later than ten (10) court days after receipt of Plaintiff's approval of Individual Settlement Payments, Defendant shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with the Individual Settlement Payments to all Aggrieved Employees via First-Class U.S. Mail. Each Individual Settlement Payment shall be deemed penalties and reported using IRS Form 1099.

3. **Unclaimed Funds:** Checks will remain negotiable for one hundred eighty (180) days from the date Defendant mails them. The funds from any check that is not negotiated within one hundred eighty (180) days of mailing to an Aggrieved Employee shall be transferred to a Court approved nonprofit organization or foundation, California Rural Legal Assistance, Inc. as the designated *cy pres* recipient within two hundred and twenty (220) days of the date the Defendant mails the checks. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended *Cy Pres* Recipient.

4. **Undeliverable Notices:** Defendant shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee.

Any Checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, Defendant will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will perform a single re-mailing.

5. **Accounting:** Within fifteen (15) Court days following the initial mailing of the Individual Settlement Payments, Defendant will provide an accounting under oath to Plaintiff's counsel of the amounts paid from the Settlement. Defendant shall provide an updated accounting under oath within fourteen (14) days following the disbursement of any funds to the designated *cy pres*.

6. **Tax Consequences and Liability.** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiffs nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant, or Plaintiff's Counsel in this regard. Plaintiff and Aggrieved Employees understand and agree that Plaintiff and Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff and Aggrieved Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

V. **MISCELLANEOUS PROVISIONS**

1. **Successors:** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

2. **Costs and Fees:** The Parties shall bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Settlement, the Action and Plaintiffs' claims.

3. **Governing Law:** This Settlement shall be construed under and governed by the laws of the State of California. Any questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Merced.

4. **Amendment or Modification:** This Settlement may be amended or modified only by written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

5. **Authorization to Enter into Settlement:** Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action 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. If they are unable to reach agreement on the form or content on 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.

6. **Execution and Counterparts:** The Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

7. **Acknowledgement that the Settlement is Fair and Reasonable:** The Parties believe this settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

8. **Waiver:** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

9. **Enforcement of Action:** The Parties agree that the Merced County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure Section 664.6. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

10. **Settlement Awards Do Not Trigger Additional Benefits.** All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff or any Aggrieved Employees to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the PAGA Period, nor will it entitle Plaintiff or any Aggrieved Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the PAGA Period).

11. **Circular 230 Disclaimer.** EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL 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 AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT 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 ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'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 AGREEMENT.

12. **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 merely by virtue of the fact that it may have been prepared by counsel for one or more 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.

13. **Representation by Counsel:** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

14. **Cooperation and Execution of Necessary Documents:** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

15. **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 might apply under federal or state law.

16. **All Terms Subject to Final Court Approval.** All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 08-30, 2026



Jose T. Martinez Pahua

Dated: 8/30/26 2026



Gustavo Perez Serrano

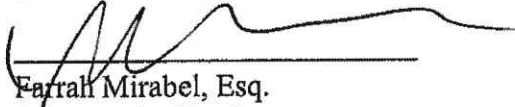
Dated: 9/10/, 2026

**California Dairy Farms LLC &
California Dairy Farms GP**

By: 
Its: Chief operations officer

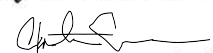
APPROVED AS TO FORM:

Dated: 8/30, 2026

Law Offices of Farrah Mirabel


Farrah Mirabel, Esq.
Attorney for Employee

Dated: September 14, 2026

**McCormick, Barstow, Sheppard,
Wayte & Carruth LLP**


Christina Cusimano, Esq.
Attorneys for Employer

EXHIBIT A TO PAGA SETTLEMENT AGREEMENT

[DATE], 2026

[AGGRIEVED EMPLOYEE NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

NOTICE OF PAGA SETTLEMENT

Re: Jose T. Martinez Pahua et al. v. California Dairy Farms LLC, et al.

Superior Court of California, County of Merced

Case No. 24CV-01009, filed on February 26, 2024

Dear Current or Former California Dairy Farms Employee:

You are receiving this notice because the records of California Dairy Farms (“Employer”) indicate that you work or have worked for Employer at some time between March 31, 2023 and December 31, 2025 (“PAGA Period”). This notice relates to the settlement of the lawsuit entitled *Jose T. Martinez Pahua et al. v. California Dairy Farms LLC, et al.*, Case No. 24CV-01009, pending in Merced County Superior Court (the “Lawsuit”).

In the Lawsuit, Plaintiffs Jose T. Martinez Pahua and Gustavo Perez Serrano sought civil penalties pursuant to the California Private Attorneys General Act (“PAGA”). This is a law that allows the Plaintiffs to recover civil penalties on behalf of the State of California and on behalf of current and former employees of Employer who Plaintiff claims were “aggrieved” by alleged wage and hour violations on the part of the Employer.

Employer strongly disputes Plaintiffs’ allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost and distraction of litigation, Employer has made a business decision to settle the Lawsuit, which settlement has been approved by the Court. As part of the Settlement, Employer agreed to pay a certain amount of penalties under PAGA. Under the PAGA statutes, penalties are divided between the State of California and aggrieved employees, with the State receiving 65 percent of the penalties. Under the Settlement, Plaintiffs and the State of California have knowingly and voluntarily released and forever discharged Employer of the following claims on behalf of the aggrieved employees:

Any and all claims, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. (“PAGA”) based on the factual allegations in the civil Complaint and PAGA Notices, including but not limited to, for failure to pay minimum and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements and other payroll records, failure to reimburse necessary business-related expenses and costs, failure to pay sick leave including COVID-19 supplemental paid sick leave, in violation of California Labor Code sections 201, 202, 203, 204, 210, 221 – 223, 226(a), 226.7, 245.5, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. The release is limited to claims for civil penalties under PAGA and does not release the individual claims of the Aggrieved Employees.

The Released Parties include Employer and any related entities, predecessors, successors, holding companies, owners, shareholders, officers, directors, members, managers, employees, agents, attorneys, insurers or assigns.

As part of the Settlement, Employer agreed to pay \$5,000.00 which includes the following payments: \$3,250.00 to the State of California; and \$1,750.00 to the aggrieved employees. The enclosed settlement check represents your *pro-rata* portion of the Court-approved PAGA settlement to the aggrieved employees based on the number of pay periods you worked during the PAGA period. You are responsible for any taxes payable on the amount received.

You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be distributed to a Court-approved nonprofit organization or foundation, California Rural Legal Assistance, Inc.

Regardless of what you do with the settlement check, you will have released any claims for PAGA penalties for the wage and hour claims asserted in this lawsuit. If you have any questions about this notice, please contact counsel for either party:

Counsel for California Dairy Farms:

McCormick Barstow LLP
Christina Cusimano, Esq.
ccusimano@mccormickbarstow.com
559.824.4225

Counsel for Plaintiffs:

Law Offices of Farrah Mirabel
Farrah Mirabel, Esq.
fmesq@fmirabel.com
714.747.4447

THIS NOTICE IS NOT EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.

Sincerely,

California Dairy Farms

EXHIBIT 4

TO

STATEMENT OF EVIDENCE

PAGA NOTICES SUBMITTED TO LWDA
OCTOBER 3, 2026
FEBRUARY 26, 2024

Law Offices of
Farrah Mirabel
Fmesq@fmirabel.com
1070 Stradella Rd.
Los Angeles, California 90077
Tel (714) 972-0707 Fax (949) 417-1796

October 3, 2023

VIA CERTIFIED MAIL

Attn. PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 286-1362

CALIFORNIA DAIRY FARMS LLC
JOHN N. MELO
2232 BAILEY AVE.
MERCED, CA 95341

CALIFORNIA DAIRY FARMS GP
6071 Larson Ave
P.O. Box 1090
Hilmar, CA 95324

In Re PAGA NOTICE JOSE T. MARTINEZ PAHUA, GUSTAVO PEREZ SERRANO
v. CALIFORNIA DAIRY FARMS GP, CALIFORNIA DAIRY FARMS LLC

Dear PAGA Administrator:

Our firm represents the interests of **JOSE T. MARTINEZ PAHUA, GUSTAVO PEREZ SERRANO** ("Plaintiffs"), against **CALIFORNIA DAIRY FARMS GP, CALIFORNIA DAIRY FARMS LLC** (referred to as the "Defendant"). Plaintiff Jose Pahua has worked as a laborer/feeder at \$19/hour. He was hired in 2018 and was terminated on or about August 30, 2023. Plaintiff Gustavo Serrano has worked as a laborer/feeder at \$18/hour. He was hired in 2018 and was terminated on or about August 30, 2023.

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

This notice is submitted, at a foundation level, on behalf of the Plaintiffs and all other Defendant's aggrieved employees, both current and former, impacted by the alleged Labor Code violations including, *inter alia*, Labor Code sections:

1. Violation of Labor Code § 226.7(a) (Missed Rest Breaks);
2. Violation of Labor Code §§ 226.7, 512, and 1198 (Missed/Interrupted Meal Breaks);
3. Violation of Labor Code §§ 1182.12, 1194, 1194.2 and 1197 (Failure to Pay Minimum Wages);
4. Violation of Labor Code §§ 510 and 1194, 1198 (Failure to Pay All Overtime Worked)
5. Violation of Labor Code § 204 (Failure to Pay All Wages Earned)
6. Violation of Labor Code §§ 245, 246(a), 246.5, 248.1, 248.2, 248.5, 248.6 (Failure to Pay for Sick Days)
7. Violation of Labor Code § 227.3 (Failure to pay vacation time)
8. Violation of Labor Code §§ 226, 1174, 1198.5 and 2810.5, (Failure to Keep Records, Improper Wage Statements)
9. Violation of Labor Code §§ 201-203 (Failure to Pay Wages Upon Separation)
10. Violation of Labor Code § 2802 (Failure To Reimburse Required Business Expenses);
11. Violation of Labor Code §§ 1102-1102.5 (Retaliating Against "whistleblowing" Employees)
12. Civil Penalties Pursuant to Labor Code §§ 2698-2699 (PAGA penalties)

During the relevant timeframe, Defendant employed Plaintiffs as non-exempt hourly employees. Their supervisor was Daniel.

Upon information and belief, Plaintiffs and the other aggrieved employees were not reimbursed for necessary business expenses incurred.

Upon information and belief, other aggrieved employees were not timely paid their final wages.

Plaintiffs' meal periods were less than 30 minutes and occasionally, Plaintiffs had to work during the meal periods, so they could not take a 30 minute uninterrupted meal break.

Plaintiffs and the other aggrieved employees were not paid for several of their sick days. They were also required to provide a doctor's note in order to be paid for any sick days. Defendant underpaid sick pay earnings whenever non-discretionary incentive wages were paid within the same work week. Under Cal. Lab. Code § 245, *et seq.* sick pay must be "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek." Cal. Lab. Code § 226(l)(1) (emphasis added).

If Plaintiffs or any employee were paid for sick days, it did not include all the enumeration and the compensation was inaccurate. Plaintiffs allege that Defendant, as a matter of policy and practice, consistently paid sick pay wages at an employee's base hourly rate, and not the regular rate.

Defendant failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave and compensate aggrieved employees at their regular rate of pay for supplemental sick leave, i.e., their highest regular rate of pay, taking into consideration non-discretionary bonuses, etc., in violation of California Labor Code § 248.1(b)(3)(A) and §248.6. Defendant also failed to provide COVID-19 Supplemental Sick Leave to aggrieved employees in addition to regular sick leave, in violation of California Labor Code § 248.1(b)(2)(D). Defendant also failed to accurately reflect any offset and/or the current amount of COVID-19 Supplemental Sick Leave available to aggrieved employees on their wage statements, in violation of California Labor Code §§ 248.1(b)(2)(D), 248.2, 248.6 and for the reasons provided herein.

Defendant provided Plaintiffs and other employees with unsafe drinking water, forcing them to buy their own drinking water.

Plaintiffs were not reimbursed for their expenses out of pocket to do their job. They were required to use their own money to buy boots, gloves, hats, glasses, and masks, which they had no use for out of the employment place.

During the relevant timeframe, Plaintiffs and the other aggrieved employees worked shifts of over five hours, and at times, were not given a thirty-minute, uninterrupted meal break for each such shift. For example, when Plaintiffs worked more than 10 hours a day, they were not allowed to take a second meal break. Plaintiffs worked during the meal periods either under the direction and supervision of Defendant, or with Defendant's knowledge and consent.

Defendant failed to compensate Plaintiffs and the other aggrieved employees at the required rate for each occasion in which Defendant failed to provide rest breaks and meal breaks. As such, Defendant failed to pay for all the hours worked and all wages earned by Plaintiffs and the other aggrieved employees.

Defendant failed to maintain accurate payroll records, such that Plaintiffs and the other aggrieved employees were given wage statements which were inaccurate.

Defendant did not issue an accurate final paycheck to Plaintiffs and the other aggrieved employees in accordance with the timeframes prescribed by law. For example, Plaintiffs' accurate vacation pay did not include final wage rate, with shift differentials.

Plaintiffs claim on their own behalf and also on behalf of all past and present employees that they worked in excess of 8 hours work shift and 40 hours per week and did not receive compensation for all the hours worked and were not paid accurate overtime.

Plaintiffs and the other aggrieved employees were hired to work shifts of over four hours, and were not allowed to take a ten-minute, uninterrupted rest break for each such shift. Plaintiffs and the other aggrieved employees worked during the rest periods either under the direction and supervision of Defendant, or with Defendant's knowledge and consent. Plaintiffs were a witness that other employees were not able to take their rest breaks either.

Furthermore, Defendant created schedules that made it difficult or impossible for Plaintiffs and other employees to take their rest breaks.

Plaintiffs and other employees received wages and wage statements which did not account for all the hours worked and did not account for the premiums due to employees for the missed rest and meal breaks, nor accounted for overtime pay for hours employees worked in excess of 8 hours per work shift and beyond 40 hours per week. Therefore, Defendant failed to maintain accurate payroll records, such that employees were given wage statements that did not accurately reflect their accurate hours worked and did not reflect the required and due compensation for all the hours worked and breaks missed and/or interrupted.

Defendant failed to compensate Plaintiffs and the other aggrieved employees at the required rate for each occasion in which Defendant failed to provide rest breaks. Also at times Plaintiffs and the other aggrieved employees had to work more than 10 hours a day but did not get a second meal break. As such, Defendant failed to pay for all the hours worked and all wages earned by Plaintiffs.

Therefore, Plaintiffs claim that Defendant did not provide them and all other past and present employees with uninterrupted rest breaks and/or meal breaks. Defendant is understaffed and cannot possibly provide its employees including Plaintiffs with their statutory breaks. Furthermore, Plaintiffs claim that the past and present employees did not receive an hour of premium pay, for each missed break, for all days they did not receive a proper rest break and/or meal break. As a result, Defendant failed to pay its employees for all wages earned.

Plaintiffs claim that because Defendant did not properly compensate their employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest break or meal break, and failed to pay them overtime for all hours worked in excess of 8 hours per day and 40 hours per week, the employees' wage statements did not accurately reflect all the hours worked and the wages earned. As such, Plaintiffs claim that Defendant provided all its past and present employees with improper wage statements.

Moreover, Defendant failed to compensate Plaintiffs and all past and present employees, at the required rate for each occasion in which Defendant failed to provide rest breaks and meal periods.

As such, Defendant failed to pay for all the hours worked and all wages earned by Plaintiffs. During Plaintiffs' employment, Defendant failed to pay Plaintiffs and the other aggrieved employees all overtime wages at the legal rates of pay for all overtime hours worked and also given the number of the hours Plaintiffs were working, the pay rate fell below minimum wage.

Plaintiffs were hired to receive both wages and commission, but Defendant refused to pay Plaintiffs all the commission he had earned.

Moreover, Defendant terminated Plaintiffs but did not give each an accurate final paycheck. Defendant failed to timely pay accurate paychecks upon the separation of the employees. Therefore, Plaintiffs also claim a violation of Labor Code section 201-203 on behalf of all employees who stopped working for the Defendant.

Plaintiffs claim that Defendant's conduct, as stated herein, including not paying its employees all wages owed, including wages for all hours worked, overtime, missed meal and rest breaks, and not providing its employees with accurate wage statements, not paying timely paycheck upon the separation of the employee, has been unfair, unlawful, and harmful to all its past and present employees, including Plaintiffs, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiffs can be contacted through his attorney of record:

Farrah Mirabel, Esq.
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, California 90077

Plaintiffs and the other aggrieved employees are also be entitled to penalties pursuant to Labor Code section 2698, et seq.

Therefore, on behalf of all past and present aggrieved employees, Plaintiffs seek all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the following Labor Code sections: 98.6, 201-205, 206.5, 210, 216, 218.5, 221, 225.5, 223, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 245, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 351, 510-512, 551-552, 558, 558.1, 1102, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194-1197.1, 1194.2, 1198-1199.5 and 2698-2699, 2699.5, and 2802. (2810.5 too).

Law Offices of Farrah Mirabel

CONCLUSION

Therefore, pursuant to Labor Code § 2699.3, we write to inform you and the Labor and Workforce Development Agency, with whom this PAGA Notice has been filed, of our intent to pursue a PAGA representative action against Defendant seeking, *inter alia*, PAGA penalties under Labor Code § 2699, to be brought by the Plaintiffs on behalf of the Aggrieved Employees, as defined above.

Nevertheless, it is the policy of this firm to attempt to negotiate an early resolution of all matters where possible and beneficial to the putative class and the aggrieved employees. If Defendant is interested in attempting to resolve this matter, please contact us by **November 29, 2023**.

Very truly yours,
LAW OFFICES OF FARRAH MIRABEL

/s/ Farrah Mirabel

Farrah Mirabel, Esq.

Law Offices of
Farrah Mirabel
Fmesq@mirabel.com
1070 Stradella Rd.
Los Angeles, California 90077
Tel (714) 972-0707 Fax (949) 417-1796

February 26, 2024

VIA CERTIFIED MAIL

Attn. PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 286-1362

CALIFORNIA DAIRY FARMS LLC
OHN N. MELO
2232 BAILEY AVE.
MERCED, CA 95341

CALIFORNIA DAIRY FARMS GP
6071 Larson Ave
P.O. Box 1090
Hilmar, CA 95324

MATOS DAIRY PROPERTIES, LLC
Larry A. Matos
6071 LARSON AVENUE
HILMAR, CA 95324

In Re AMENDED PAGA NOTICE JOSE T. MARTINEZ PAHUA, GUSTAVO PEREZ SERRANO v. CALIFORNIA DAIRY FARMS GP, CALIFORNIA DAIRY FARMS LLC, MATOS DAIRY PROPERTIES, LLC

LWDA-CM-986251-23

Dear PAGA Administrator:

Our firm represents the interests of **JOSE T. MARTINEZ PAHUA, GUSTAVO PEREZ SERRANO** (“Plaintiffs”), against **CALIFORNIA DAIRY FARMS GP, CALIFORNIA DAIRY FARMS LLC, MATOS DAIRY PROPERTIES, LLC**, (referred to as the “Defendants”).

We mailed Defendants a PAGA NOTICE and also filed it online with LWDA on October 7, 2023. This Amended PAGA notice is to add a third Defendant, namely MATOS DAIRY PROPERTIES, LLC, to the PAGA notice.

Plaintiff Jose Pahua has worked as a laborer/feeder at \$19/hour. He was hired in 2018 and was terminated on or about August 30, 2023. Plaintiff Gustavo Serrano has worked as a laborer/feeder at \$18/hour. He was hired in 2018 and was terminated on or about August 30, 2023.

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

This notice is submitted, at a foundation level, on behalf of the Plaintiffs and all other Defendants' aggrieved employees, both current and former, impacted by the alleged Labor Code violations including, *inter alia*, Labor Code sections:

- 1. Violation of Labor Code § 226.7(a) (Missed Rest Breaks);**
- 2. Violation of Labor Code §§ 226.7, 512, and 1198 (Missed/Interrupted Meal Breaks);**
- 3. Violation of Labor Code §§ 1182.12, 1194, 1194.2 and 1197 (Failure to Pay Minimum Wages);**
- 4. Violation of Labor Code §§ 510 and 1194, 1198 (Failure to Pay All Overtime Worked)**
- 5. Violation of Labor Code § 204 (Failure to Pay All Wages Earned)**
- 6. Violation of Labor Code §§ 245, 246(a), 246.5, 248.1, 248.2, 248.5, 248.6 (Failure to Pay for Sick Days)**
- 7. Violation of Labor Code § 227.3 (Failure to pay vacation time)**
- 8. Violation of Labor Code §§ 226, 1174, 1198.5 and 2810.5, (Failure to Keep Records, Improper Wage Statements)**
- 9. Violation of Labor Code §§ 201-203 (Failure to Pay Wages Upon Separation)**
- 10. Violation of Labor Code § 2802 (Failure To Reimburse Required Business Expenses);**
- 11. Violation of Labor Code §§ 1102-1102.5 (Retaliating Against "whistleblowing" Employees)**
- 12. Civil Penalties Pursuant to Labor Code §§ 2698-2699 (PAGA penalties)**

During the relevant timeframe, Defendants employed Plaintiffs as non-exempt hourly employees. Their supervisor was Daniel.

Upon information and belief, Plaintiffs and the other aggrieved employees were not reimbursed for necessary business expenses incurred.

Upon information and belief, other aggrieved employees were not timely paid their final wages.

Plaintiffs' meal periods were less than 30 minutes and occasionally, Plaintiffs had to work during the meal periods, so they could not take a 30 minute uninterrupted meal break.

Plaintiffs and the other aggrieved employees were not paid for several of their sick days. They were also required to provide a doctor's note in order to be paid for any sick days. Defendants underpaid sick pay earnings whenever non-discretionary incentive wages were paid within the same work week. Under Cal. Lab. Code § 245, *et seq.* sick pay must be "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek." Cal. Lab. Code § 226(l)(1) (emphasis added).

If Plaintiffs or any employee were paid for sick days, it did not include all the enumeration and the compensation was inaccurate. Plaintiffs allege that Defendants, as a matter of policy and practice, consistently paid sick pay wages at an employee's base hourly rate, and not the regular rate.

Defendants failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave and compensate aggrieved employees at their regular rate of pay for supplemental sick leave, i.e., their highest regular rate of pay, taking into consideration non-discretionary bonuses, etc., in violation of California Labor Code § 248.1(b)(3)(A) and §248.6. Defendants also failed to provide COVID-19 Supplemental Sick Leave to aggrieved employees in addition to regular sick leave, in violation of California Labor Code § 248.1(b)(2)(D). Defendants also failed to accurately reflect any offset and/or the current amount of COVID-19 Supplemental Sick Leave available to aggrieved employees on their wage statements, in violation of California Labor Code §§ 248.1(b)(2)(D), 248.2, 248.6 and for the reasons provided herein.

Defendant provided Plaintiffs and other employees with unsafe drinking water, forcing them to buy their own drinking water.

Plaintiffs were not reimbursed for their expenses out of pocket to do their job. They were required to use their own money to buy boots, gloves, hats, glasses, and masks, which they had no use for out of the employment place.

During the relevant timeframe, Plaintiffs and the other aggrieved employees worked shifts of over five hours, and at times, were not given a thirty-minute, uninterrupted meal break for each such shift. For example, when Plaintiffs worked more than 10 hours a day, they were not allowed to take a second meal break. Plaintiffs worked during the meal periods either under the direction and supervision of Defendant, or with Defendant's knowledge and consent.

Defendant failed to compensate Plaintiffs and the other aggrieved employees at the required rate for each occasion in which Defendants failed to provide rest breaks and meal breaks. As such, Defendants failed to pay for all the hours worked and all wages earned by Plaintiffs and the other aggrieved employees.

Defendant failed to maintain accurate payroll records, such that Plaintiffs and the other aggrieved employees were given wage statements which were inaccurate.

Defendant did not issue an accurate final paycheck to Plaintiffs and the other aggrieved employees in accordance with the timeframes prescribed by law. For example, Plaintiffs' accurate vacation pay did not include final wage rate, with shift differentials.

Plaintiffs claim on their own behalf and also on behalf of all past and present employees that they worked in excess of 8 hours work shift and 40 hours per week and did not receive compensation for all the hours worked and were not paid accurate overtime.

Plaintiffs and the other aggrieved employees were hired to work shifts of over four hours, and were not allowed to take a ten-minute, uninterrupted rest break for each such shift. Plaintiffs and the other aggrieved employees worked during the rest periods either under the direction and supervision of Defendant, or with Defendant's knowledge and consent. Plaintiffs were a witness that other employees were not able to take their rest breaks either.

Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiffs and other employees to take their rest breaks.

Plaintiffs and other employees received wages and wage statements which did not account for all the hours worked and did not account for the premiums due to employees for the missed rest and meal breaks, nor accounted for overtime pay for hours employees worked in excess of 8 hours per work shift and beyond 40 hours per week. Therefore, Defendants failed to maintain accurate payroll records, such that employees were given wage statements that did not accurately reflect their accurate hours worked and did not reflect the required and due compensation for all the hours worked and breaks missed and/or interrupted.

Defendant failed to compensate Plaintiffs and the other aggrieved employees at the required rate for each occasion in which Defendants failed to provide rest breaks. Also at times Plaintiffs and the other aggrieved employees had to work more than 10 hours a day but did not get a second meal break. As such, Defendants failed to pay for all the hours worked and all wages earned by Plaintiffs.

Therefore, Plaintiffs claim that Defendants did not provide them and all other past and present employees with uninterrupted rest breaks and/or meal breaks. Defendants are understaffed and cannot possibly provide their employees including Plaintiffs with their statutory breaks. Furthermore, Plaintiffs claim that the past and present employees did not receive an hour of premium pay, for each missed break, for all days they did not receive a

proper rest break and/or meal break. As a result, Defendants failed to pay their employees for all wages earned.

Plaintiffs claim that because Defendants did not properly compensate their employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest break or meal break, and failed to pay them overtime for all hours worked in excess of 8 hours per day and 40 hours per week, the employees' wage statements did not accurately reflect all the hours worked and the wages earned. As such, Plaintiffs claim that Defendants provided all their past and present employees with improper wage statements.

Moreover, Defendants failed to compensate Plaintiffs and all past and present employees, at the required rate for each occasion in which Defendants failed to provide rest breaks and meal periods.

As such, Defendants failed to pay for all the hours worked and all wages earned by Plaintiffs. During Plaintiffs' employment, Defendants failed to pay Plaintiffs and the other aggrieved employees all overtime wages at the legal rates of pay for all overtime hours worked and also given the number of the hours Plaintiffs were working, the pay rate fell below minimum wage.

Plaintiffs were hired to receive both wages and commission, but Defendants refused to pay Plaintiffs all the commission he had earned.

Moreover, Defendants terminated Plaintiffs but did not give each an accurate final paycheck. Defendants failed to timely pay accurate paychecks upon the separation of the employees. Therefore, Plaintiffs also claim a violation of Labor Code section 201-203 on behalf of all employees who stopped working for the Defendant.

Plaintiffs claim that Defendants' conduct, as stated herein, including not paying their employees all wages owed, including wages for all hours worked, overtime, missed meal and rest breaks, and not providing their employees with accurate wage statements, not paying timely paycheck upon the separation of the employee, has been unfair, unlawful, and harmful to all their past and present employees, including Plaintiffs, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiffs can be contacted through his attorney of record:

Farrah Mirabel, Esq.
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, California 90077

Law Offices of Farrah Mirabel

Plaintiffs and the other aggrieved employees are also be entitled to penalties pursuant to Labor Code section 2698, et seq.

Therefore, on behalf of all past and present aggrieved employees, Plaintiffs seek all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the following Labor Code sections: **98.6, 201-205, 206.5, 210, 216, 218.5, 221, 225.5, 223, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 245, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 351, 510-512, 551-552, 558, 558.1, 1102, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194-1197.1, 1194.2 1198-1199.5 and 2698-2699, 2699.5, and 2802. (2810.5 too).**

CONCLUSION

Therefore, pursuant to Labor Code § 2699.3, we write to inform you and the Labor and Workforce Development Agency, with whom this PAGA Notice has been filed, of our intent to pursue a PAGA representative action against Defendants seeking, *inter alia*, PAGA penalties under Labor Code § 2699, to be brought by the Plaintiffs on behalf of the Aggrieved Employees, as defined above.

Nevertheless, it is the policy of this firm to attempt to negotiate an early resolution of all matters where possible and beneficial to the putative class and the aggrieved employees. If Defendants are interested in attempting to resolve this matter, please contact us by **April 1, 2024.**

Very truly yours,
LAW OFFICES OF FARRAH MIRABEL

/s/ Farrah Mirabel

Farrah Mirabel, Esq.

EXHIBIT 5

TO

STATEMENT OF EVIDENCE

**PROOF OF ELECTRONIC SUBMISSION OF THE
AGREEMENT AND MOTION TO LWDA**

EXHIBIT 6

TO

STATEMENT OF EVIDENCE

PLAINTIFF'S TIME AND PAY RECORDS

Employee Timesheet

(Employee Id: 200)

EIN: California Dairy Farms
12/05/2022 - 12/18/2022

California Dairy Farms

Date: 07/31/2024

Time: 04:54p

Location	CA Dairy - Hilmar
Jobs (HR)	Milker I

Date	From	To	Calc. From	Calc. To	Orientation	Meal Premium	Vacation/Vacaciones	Total Time
Mon 12/05/2022								
Tue 12/06/2022	06:57p	10:45p	06:57p	10:45p				3.80
	11:15p	Wed 05:34a	11:15p	Wed 05:34a				6.32
Day Total :	06:57p	Wed 05:34a	06:57p	Wed 05:34a				10.12
Wed 12/07/2022	06:58p	10:12p	06:58p	10:12p				3.23
	10:42p	Thu 05:46a	10:42p	Thu 05:46a				7.07
Day Total :	06:58p	Thu 05:46a	06:58p	Thu 05:46a				10.30
Thu 12/08/2022	06:59p	11:09p	06:59p	11:09p				4.17
	11:39p	Fri 05:40a	11:39p	Fri 05:40a				6.02
Day Total :	06:59p	Fri 05:40a	06:59p	Fri 05:40a				10.19
Fri 12/09/2022	06:59p	11:09p	06:59p	11:09p				4.17
	11:39p	Sat 05:30a	11:39p	Sat 05:30a				5.85
Day Total :	06:59p	Sat 05:30a	06:59p	Sat 05:30a				10.02
Sat 12/10/2022	07:00p	11:49p	07:00p	11:49p				4.82
	Sun 12:19a	Sun 05:38a	Sun 12:19a	Sun 05:38a				5.32
Day Total :	07:00p	Sun 05:38a	07:00p	Sun 05:38a				10.14
Sun 12/11/2022	07:00p	11:44p	07:00p	11:44p				4.73
	Mon 12:14a	Mon 05:35a	Mon 12:14a	Mon 05:35a				5.35
Day Total :	07:00p	Mon 05:35a	07:00p	Mon 05:35a				10.08
Week Total:								60.85
Mon 12/12/2022								
Tue 12/13/2022								
Wed 12/14/2022	06:59p	10:38p	06:59p	10:38p				3.65
	11:08p	Thu 05:30a	11:08p	Thu 05:30a				6.37
Day Total :	06:59p	Thu 05:30a	06:59p	Thu 05:30a				10.02
Thu 12/15/2022	06:59p	10:32p	06:59p	10:32p				3.55
	11:02p	Fri 05:10a	11:02p	Fri 05:10a				6.13
Day Total :	06:59p	Fri 05:10a	06:59p	Fri 05:10a				9.68
Fri 12/16/2022							8.00	8.00
Day Total :							8.00	8.00
Sat 12/17/2022	07:00p	11:13p	07:00p	11:13p				4.22
	11:43p	Sun 05:33a	11:43p	Sun 05:33a				5.83
Day Total :	07:00p	Sun 05:33a	07:00p	Sun 05:33a				10.05
Sun 12/18/2022	07:01p	11:44p	07:01p	11:44p				4.72
	Mon 12:14a	Mon 05:36a	Mon 12:14a	Mon 05:36a				5.37
Day Total :	07:01p	Mon 05:36a	07:01p	Mon 05:36a				10.09

Week Total:							8.00	47.84
Total:							8.00	108.69

Notes				
Created	Created By	Type	Date	Note
No Results Returned				

Employee Timesheet

(Employee Id: 200)

EIN: California Dairy Farms
12/19/2022 - 01/01/2023

California Dairy Farms

Date: 07/31/2024

Time: 04:54p

Location	CA Dairy - Hilmar
Jobs (HR)	Milker I

Date	From	To	Calc. From	Calc. To	Orientation	Meal Premium	Total Time
Mon 12/19/2022	07:00p	11:45p	07:00p	11:45p			4.75
	Tue 12:15a	Tue 05:36a	Tue 12:15a	Tue 05:36a			5.35
Day Total :	07:00p	Tue 05:36a	07:00p	Tue 05:36a			10.10
Tue 12/20/2022							
Wed 12/21/2022							
Thu 12/22/2022	06:59p	10:37p	06:59p	10:37p			3.63
	11:07p	Fri 05:30a	11:07p	Fri 05:30a			6.38
Day Total :	06:59p	Fri 05:30a	06:59p	Fri 05:30a			10.01
Fri 12/23/2022	06:59p	10:35p	06:59p	10:35p			3.60
	11:05p	Sat 05:01a	11:05p	Sat 05:01a			5.93
Day Total :	06:59p	Sat 05:01a	06:59p	Sat 05:01a			9.53
Sat 12/24/2022	06:59p	11:55p	06:59p	11:55p			4.93
	Sun 12:25a	Sun 05:36a	Sun 12:25a	Sun 05:36a			5.18
Day Total :	06:59p	Sun 05:36a	06:59p	Sun 05:36a			10.11
Sun 12/25/2022	06:59p	11:12p	06:59p	11:12p			4.22
	11:42p	Mon 05:40a	11:42p	Mon 05:40a			5.97
Day Total :	06:59p	Mon 05:40a	06:59p	Mon 05:40a			10.19
Week Total:							49.94
Mon 12/26/2022	07:02p	11:45p	07:02p	11:45p			4.72
	Tue 12:15a	e Tue 05:47a	Tue 12:15a	Tue 05:47a			5.53
Day Total :	07:02p	Tue 05:47a	07:02p	Tue 05:47a			10.25
Tue 12/27/2022	07:00p	11:53p	07:00p	11:53p			4.88
	Wed 12:23a	e Wed 06:27a	Wed 12:23a	Wed 06:27a			6.07
Day Total :	07:00p	Wed 06:27a	07:00p	Wed 06:27a			10.95
Wed 12/28/2022							
Thu 12/29/2022							
Fri 12/30/2022	06:57p	10:18p	06:57p	10:18p			3.35
	10:48p	Sat 05:15a	10:48p	Sat 05:15a			6.45
Day Total :	06:57p	Sat 05:15a	06:57p	Sat 05:15a			9.80
Sat 12/31/2022	07:00p	11:14p	07:00p	11:14p			4.23
	11:44p	Sun 05:31a	11:44p	Sun 05:31a			5.78
Day Total :	07:00p	Sun 05:31a	07:00p	Sun 05:31a			10.01
Sun 01/01/2023	06:57p	11:16p	06:57p	11:16p			4.32
	11:46p	Mon 05:35a	11:46p	Mon 05:35a			5.82
Day Total :	06:57p	Mon 05:35a	06:57p	Mon 05:35a			10.14
Week Total:							51.15

Total:							101.09
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Notes				
Created	Created By	Type	Date	Note
No Results Returned				

(Employee Id: 200)

01/02/2023 - 01/15/2023

Time: 04:54p

Date	From	To	Calc. From	Calc. To	Orientation	Meal Premium	Vacation/Vacaciones	Total Time
Mon 01/02/2023	06:59p	11:06p	06:59p	11:06p				4.12
	11:36p	Tue 05:45a	11:36p	Tue 05:45a				6.15
Day Total :	06:59p	Tue 05:45a	06:59p	Tue 05:45a				10.27
Tue 01/03/2023	06:58p	11:39p	06:58p	11:39p				4.68
	Wed 12:09a	Wed 06:00a	Wed 12:09a	Wed 06:00a				5.85
Day Total :	06:58p	Wed 06:00a	06:58p	Wed 06:00a				10.53
Wed 01/04/2023	07:00p	11:28p	07:00p	11:28p				4.47
	11:58p	Thu 05:57a	11:58p	Thu 05:57a				5.98
Day Total :	07:00p	Thu 05:57a	07:00p	Thu 05:57a				10.45
Thu 01/05/2023								
Fri 01/06/2023								
Sat 01/07/2023	06:59a	10:43a	06:59a	10:43a				3.73
	11:13a	05:40p	11:13a	05:40p				6.45
Day Total :	06:59a	05:40p	06:59a	05:40p				10.18
Sun 01/08/2023	06:59a	10:34a	06:59a	10:34a				3.58
	11:04a	05:35p	11:04a	05:35p				6.52
Day Total :	06:59a	05:35p	06:59a	05:35p				10.10
Week Total:								51.53
Mon 01/09/2023	06:57a	11:17a	06:57a	11:17a				4.33
	11:47a	05:46p	11:47a	05:46p				5.98
Day Total :	06:57a	05:46p	06:57a	05:46p				10.31
Tue 01/10/2023	07:01a	11:48a	07:01a	11:48a				4.78
	12:18p	05:41p	12:18p	05:41p				5.38
Day Total :	07:01a	05:41p	07:01a	05:41p				10.16
Wed 01/11/2023	07:01a	11:52a	07:01a	11:52a				4.85
	12:22p	06:03p	12:22p	06:03p				5.68
Day Total :	07:01a	06:03p	07:01a	06:03p				10.53
Thu 01/12/2023	07:01a	11:28a	07:01a	11:28a				4.45
	11:58a	05:46p	11:58a	05:46p				5.80
Day Total :	07:01a	05:46p	07:01a	05:46p				10.25
Fri 01/13/2023								
Sat 01/14/2023								
Sun 01/15/2023							8.00	8.00
Day Total :							8.00	8.00
Week Total:							8.00	49.25

Total:							8.00	100.78
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Notes				
Created	Created By	Type	Date	Note
No Results Returned				

Employee Timesheet

(Employee Id: 200)

EIN: California Dairy Farms

01/16/2023 - 01/29/2023

California Dairy Farms

Date: 07/31/2024

Time: 04:54p

Location	CA Dairy - Hilmar
Jobs (HR)	Milker I

Date	From	To	Calc. From	Calc. To	Orientation	Meal Premium	Sick/Enfermedad	Unpaid Time Off/Dia sin Pago	Vacation/Vacaciones	Total Time
Mon 01/16/2023									8.00	8.00
Day Total :									8.00	8.00
Tue 01/17/2023								2.76		2.76
	07:00a	11:10a	07:00a	11:10a						4.17
	11:41a	12:45p	11:41a	12:45p						1.07
Day Total :	07:00a	12:45p	07:00a	12:45p				2.76		8.00
Wed 01/18/2023	06:59a	11:21a	06:59a	11:21a						4.37
	11:51a	05:31p	11:51a	05:31p						5.67
Day Total :	06:59a	05:31p	06:59a	05:31p						10.04
Thu 01/19/2023							8.00			8.00
Day Total :							8.00			8.00
Fri 01/20/2023	07:01a	11:52a	07:01a	11:52a						4.85
	12:22p	05:34p	12:22p	05:34p						5.20
Day Total :	07:01a	05:34p	07:01a	05:34p						10.05
Sat 01/21/2023	06:59a	10:40a	06:59a	10:40a						3.68
	11:10a	05:23p	11:10a	05:23p						6.22
Day Total :	06:59a	05:23p	06:59a	05:23p						9.90
Sun 01/22/2023										
Week Total:							8.00	2.76	8.00	53.99
Mon 01/23/2023	06:59a	10:38a	06:59a	10:38a						3.65
	11:08a	05:30p	11:08a	05:30p						6.37
Day Total :	06:59a	05:30p	06:59a	05:30p						10.02
Tue 01/24/2023	07:02a	10:37a	07:02a	10:37a						3.58
	11:07a	05:38p	11:07a	05:38p						6.52
Day Total :	07:02a	05:38p	07:02a	05:38p						10.10
Wed 01/25/2023	06:59a	11:10a	06:59a	11:10a						4.18
	11:40a	05:35p	11:40a	05:35p						5.92
Day Total :	06:59a	05:35p	06:59a	05:35p						10.10
Thu 01/26/2023	07:00a	11:16a	07:00a	11:16a						4.27
	11:46a	05:37p	11:46a	05:37p						5.85
Day Total :	07:00a	05:37p	07:00a	05:37p						10.12
Fri 01/27/2023	07:00a	11:55a	07:00a	11:55a						4.92
	12:25p	05:38p	12:25p	05:38p						5.22
Day Total :	07:00a	05:38p	07:00a	05:38p						10.14

Employee Timesheet

(Employee Id: 200)

EIN: California Dairy Farms

01/30/2023 - 02/12/2023

California Dairy Farms

Date: 07/31/2024

Time: 04:54p

Location	CA Dairy - Hilmar
Jobs (HR)	Milker I

Date	From	To	Calc. From	Calc. To	Orientation	Meal Premium	Total Time
Mon 01/30/2023							
Tue 01/31/2023	07:00a	10:38a	07:00a	10:38a			3.63
	11:08a	05:35p	11:08a	05:35p			6.45
Day Total :	07:00a	05:35p	07:00a	05:35p			10.08
Wed 02/01/2023	07:01a	10:39a	07:01a	10:39a			3.63
	11:09a	05:33p	11:09a	05:33p			6.40
Day Total :	07:01a	05:33p	07:01a	05:33p			10.03
Thu 02/02/2023	07:00a	10:36a	07:00a	10:36a			3.60
	11:06a	05:00p	11:06a	05:00p			5.90
Day Total :	07:00a	05:00p	07:00a	05:00p			9.50
Fri 02/03/2023	07:01a	11:08a	07:01a	11:08a			4.12
	11:38a	05:15p	11:38a	05:15p			5.62
Day Total :	07:01a	05:15p	07:01a	05:15p			9.74
Sat 02/04/2023	07:01a	11:47a	07:01a	11:47a			4.77
	12:17p	05:41p	12:17p	05:41p			5.40
Day Total :	07:01a	05:41p	07:01a	05:41p			10.17
Sun 02/05/2023	06:59a	11:53a	06:59a	11:53a			4.90
	12:24p	05:35p	12:24p	05:35p			5.18
Day Total :	06:59a	05:35p	06:59a	05:35p			10.08
Week Total:							59.60
Mon 02/06/2023							
Tue 02/07/2023							
Wed 02/08/2023	07:00p	10:30p	07:00p	10:30p			3.50
	11:00p	Thu 05:02a	11:00p	Thu 05:02a			6.03
Day Total :	07:00p	Thu 05:02a	07:00p	Thu 05:02a			9.53
Thu 02/09/2023	06:57p	10:32p	06:57p	10:32p			3.58
	11:02p	Fri 05:20a	11:02p	Fri 05:20a			6.30
Day Total :	06:57p	Fri 05:20a	06:57p	Fri 05:20a			9.88
Fri 02/10/2023	06:55p	10:58p	06:55p	10:58p			4.05
	11:28p	Sat 05:21a	11:28p	Sat 05:21a			5.88
Day Total :	06:55p	Sat 05:21a	06:55p	Sat 05:21a			9.93
Sat 02/11/2023	06:57p	11:01p	06:57p	11:01p			4.07
	11:31p	Sun 05:32a	11:31p	Sun 05:32a			6.02
Day Total :	06:57p	Sun 05:32a	06:57p	Sun 05:32a			10.09
Sun 02/12/2023	06:59p	11:35p	06:59p	11:35p			4.60
	Mon 12:05a	Mon 05:22a	Mon 12:05a	Mon 05:22a			5.28

Day Total :	06:59p	Mon 05:22a	06:59p	Mon 05:22a			9.88
Week Total:							49.31
Total:							108.91

Notes				
Created	Created By	Type	Date	Note
No Results Returned				

Employee Timesheet

(Employee Id: 200)

EIN: California Dairy Farms
02/13/2023 - 02/26/2023

California Dairy Farms

Date: 07/31/2024

Time: 04:54p

Location	CA Dairy - Hilmar
Jobs (HR)	Milker I

Date	From	To	Calc. From	Calc. To	Orientation	Meal Premium	Vacation/Vacaciones	Total Time
Mon 02/13/2023							8.00	8.00
Day Total :							8.00	8.00
Tue 02/14/2023								
Wed 02/15/2023								
Thu 02/16/2023	06:57p 11:06p	10:36p Fri 05:31a	06:57p 11:06p	10:36p Fri 05:31a				3.65 6.42
Day Total :	06:57p	Fri 05:31a	06:57p	Fri 05:31a				10.07
Fri 02/17/2023	06:58p 10:47p	10:17p Sat 05:52a	06:58p 10:47p	10:17p Sat 05:52a				3.32 7.08
Day Total :	06:58p	Sat 05:52a	06:58p	Sat 05:52a				10.40
Sat 02/18/2023	06:57p 11:26p	10:56p Sun 05:42a	06:57p 11:26p	10:56p Sun 05:42a				3.98 6.27
Day Total :	06:57p	Sun 05:42a	06:57p	Sun 05:42a				10.25
Sun 02/19/2023	06:56p 11:06p	10:36p Mon 05:36a	06:56p 11:06p	10:36p Mon 05:36a				3.67 6.50
Day Total :	06:56p	Mon 05:36a	06:56p	Mon 05:36a				10.17
Week Total:							8.00	48.89
Mon 02/20/2023	06:58p 11:44p	11:13p Tue 05:42a	06:58p 11:44p	11:13p Tue 05:42a				4.25 5.97
Day Total :	06:58p	Tue 05:42a	06:58p	Tue 05:42a				10.22
Tue 02/21/2023	06:57p 11:47p	11:17p Wed 05:31a	06:57p 11:47p	11:17p Wed 05:31a				4.33 5.73
Day Total :	06:57p	Wed 05:31a	06:57p	Wed 05:31a				10.06
Wed 02/22/2023								
Thu 02/23/2023								
Fri 02/24/2023	06:57p 11:34p	11:04p Sat 05:30a	06:57p 11:34p	11:04p Sat 05:30a				4.12 5.93
Day Total :	06:57p	Sat 05:30a	06:57p	Sat 05:30a				10.05
Sat 02/25/2023	06:59p 10:56p	10:26p Sun 05:30a	06:59p 10:56p	10:26p Sun 05:30a				3.45 6.57
Day Total :	06:59p	Sun 05:30a	06:59p	Sun 05:30a				10.02
Sun 02/26/2023	07:00p 11:40p	11:10p Mon 05:31a	07:00p 11:40p	11:10p Mon 05:31a				4.17 5.85
Day Total :	07:00p	Mon 05:31a	07:00p	Mon 05:31a				10.02
Week Total:								50.37

Total:								8.00	99.26
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Notes				
Created	Created By	Type	Date	Note
No Results Returned				

Employee Timesheet

(Employee Id: 200)

EIN: CDF GP

02/27/2023 - 03/12/2023

California Dairy Farms

Date: 08/01/2024

Time: 09:43a

Location	Larson
Jobs (HR)	Milker I
Badge Id	200

Date	From	To	Calc. From	Calc. To	Orientation	Meal Premium	Vacation/Vacaciones	Total Time
Mon 02/27/2023								
Tue 02/28/2023								
Wed 03/01/2023	06:55p	11:38p	06:55p	11:38p				4.72
	e Thu 12:08p	e Thu 05:40p	Thu 12:08p	Thu 05:40p				5.53
Day Total :	06:55p	Thu 05:40p	06:55p	Thu 05:40p				10.25
Thu 03/02/2023								
Fri 03/03/2023								
Sat 03/04/2023							8.00	8.00
Day Total :							8.00	8.00
Sun 03/05/2023							8.00	8.00
Day Total :							8.00	8.00
Week Total:							16.00	26.25
Mon 03/06/2023	07:01a	11:16a	07:01a	11:16a				4.25
	11:46a	05:00p	11:46a	05:00p				5.23
Day Total :	07:01a	05:00p	07:01a	05:00p				9.48
Tue 03/07/2023	07:00a	11:08a	07:00a	11:08a				4.13
	11:38a	05:30p	11:38a	05:30p				5.87
Day Total :	07:00a	05:30p	07:00a	05:30p				10.00
Wed 03/08/2023	06:58a	11:45a	06:58a	11:45a				4.78
	12:15p	05:06p	12:15p	05:06p				4.85
Day Total :	06:58a	05:06p	06:58a	05:06p				9.63
Thu 03/09/2023	06:58a	11:52a	06:58a	11:52a				4.90
	12:23p	05:34p	12:23p	05:34p				5.18
Day Total :	06:58a	05:34p	06:58a	05:34p				10.08
Fri 03/10/2023								
Sat 03/11/2023								
Sun 03/12/2023	07:00a	10:39a	07:00a	10:39a				3.65
	11:09a	05:32p	11:09a	05:32p				6.38
Day Total :	07:00a	05:32p	07:00a	05:32p				10.03
Week Total:								49.22
Total:							16.00	75.47

Notes

Created

Created By

Type

Date

Note

No Results Returned

(Employee Id: 200)
EIN: CDF GP
03/13/2023 - 03/26/2023

Time: 09:43a

Date	From	To	Calc. From	Calc. To	Orientation	Meal Premium	Total Time
Mon 03/13/2023	06:58a	10:30a	06:58a	10:30a			3.53
	11:00a	05:11p	11:00a	05:11p			6.18
Day Total :	06:58a	05:11p	06:58a	05:11p			9.71
Tue 03/14/2023	06:59a	11:13a	06:59a	11:13a			4.23
	11:43a	05:30p	11:43a	05:30p			5.78
Day Total :	06:59a	05:30p	06:59a	05:30p			10.01
Wed 03/15/2023	07:00a	11:12a	07:00a	11:12a			4.20
	11:42a	05:33p	11:42a	05:33p			5.85
Day Total :	07:00a	05:33p	07:00a	05:33p			10.05
Thu 03/16/2023	06:58a	11:55a	06:58a	11:55a			4.95
	12:25p	05:12p	12:25p	05:12p			4.78
Day Total :	06:58a	05:12p	06:58a	05:12p			9.73
Fri 03/17/2023	06:29a	11:34a	06:29a	11:34a			5.08
	12:04p	05:29p	12:04p	05:29p			5.42
Day Total :	06:29a	05:29p	06:29a	05:29p			10.50
Sat 03/18/2023							
Sun 03/19/2023							
Week Total:							50.00
Mon 03/20/2023	06:56a	11:39a	06:56a	11:39a			4.72
	12:09p	05:07p	12:09p	05:07p			4.97
Day Total :	06:56a	05:07p	06:56a	05:07p			9.69
Tue 03/21/2023	06:58a	11:23a	06:58a	11:23a			4.42
	11:53a	05:21p	11:53a	05:21p			5.47
Day Total :	06:58a	05:21p	06:58a	05:21p			9.89
Wed 03/22/2023	07:01a	11:23a	07:01a	11:23a			4.37
	11:53a	05:24p	11:53a	05:24p			5.52
Day Total :	07:01a	05:24p	07:01a	05:24p			9.89
Thu 03/23/2023	06:59a	11:25a	06:59a	11:25a			4.43
	11:55a	05:35p	11:55a	05:35p			5.67
Day Total :	06:59a	05:35p	06:59a	05:35p			10.10
Fri 03/24/2023	07:00a	11:08a	07:00a	11:08a			4.13
	11:38a	05:26p	11:38a	05:26p			5.80
Day Total :	07:00a	05:26p	07:00a	05:26p			9.93
Sat 03/25/2023							
Sun 03/26/2023							

Week Total:							49.50
Total:							99.50

Notes				
Created	Created By	Type	Date	Note
No Results Returned				

Employee Timesheet

(Employee Id: 200)

EIN: CDF GP

04/10/2023 - 04/23/2023

California Dairy Farms

Date: 08/01/2024

Time: 09:43a

Location	Larson
Jobs (HR)	Milker I
Badge Id	200

Date	From	To	Calc. From	Calc. To	Orientation	Meal Premium	Total Time
Mon 04/10/2023	06:55p	11:41p	06:55p	11:41p			4.77
	Tue 12:11a	Tue 05:16a	Tue 12:11a	Tue 05:16a			5.08
Day Total :	06:55p	Tue 05:16a	06:55p	Tue 05:16a			9.85
Tue 04/11/2023							
Wed 04/12/2023							
Thu 04/13/2023	06:57p	10:05p	06:57p	10:05p			3.13
	10:35p	Fri 05:01a	10:35p	Fri 05:01a			6.43
Day Total :	06:57p	Fri 05:01a	06:57p	Fri 05:01a			9.56
Fri 04/14/2023	07:00p	10:21p	07:00p	10:21p			3.35
	10:51p	Sat 05:05a	10:51p	Sat 05:05a			6.23
Day Total :	07:00p	Sat 05:05a	07:00p	Sat 05:05a			9.58
Sat 04/15/2023	06:58p	10:39p	06:58p	10:39p			3.68
	11:09p	Sun 05:02a	11:09p	Sun 05:02a			5.88
Day Total :	06:58p	Sun 05:02a	06:58p	Sun 05:02a			9.56
Sun 04/16/2023	06:59p	10:40p	06:59p	10:40p			3.68
	11:10p	Mon 05:05a	11:10p	Mon 05:05a			5.92
Day Total :	06:59p	Mon 05:05a	06:59p	Mon 05:05a			9.60
Week Total:							48.15
Mon 04/17/2023	06:57p	11:30p	06:57p	11:30p			4.55
	Tue 12:00a	Tue 05:10a	Tue 12:00a	Tue 05:10a			5.17
Day Total :	06:57p	Tue 05:10a	06:57p	Tue 05:10a			9.72
Tue 04/18/2023	06:59p	11:16p	06:59p	11:16p			4.28
	11:46p	Wed 05:05a	11:46p	Wed 05:05a			5.32
Day Total :	06:59p	Wed 05:05a	06:59p	Wed 05:05a			9.60
Wed 04/19/2023							
Thu 04/20/2023							
Fri 04/21/2023	06:59p	10:12p	06:59p	10:12p			3.22
	10:42p	Sat 05:02a	10:42p	Sat 05:02a			6.33
Day Total :	06:59p	Sat 05:02a	06:59p	Sat 05:02a			9.55
Sat 04/22/2023	06:59p	11:24p	06:59p	11:24p			4.42
	11:54p	Sun 04:56a	11:54p	Sun 04:56a			5.03
Day Total :	06:59p	Sun 04:56a	06:59p	Sun 04:56a			9.45
Sun 04/23/2023	06:58p	11:05p	06:58p	11:05p			4.12
	11:35p	Mon 05:01a	11:35p	Mon 05:01a			5.43
Day Total :	06:58p	Mon 05:01a	06:58p	Mon 05:01a			9.55

Week Total:						47.87
Total:						96.02

Notes				
Created	Created By	Type	Date	Note
No Results Returned				

California Dairy Farms
PO Box 1090
Hilmar, CA 95324

Pay Date: 10/14/2022

Voucher #: (8189)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
	1	Checking	XXXXXX2711	121042882	1,706.94

Old Location/CA Dairy - H 200 10/14/2022 (8189)

Non-Negotiable - This Is Not A Check

#200 - 3037
Old Location/CA Dairy - H

Voucher #(8189)

Pay Date: 10/14/2022
Pay Period: 09/26/2022-10/09/2022

Earnings

	Rate	Hours	YTD	Current	YTD
Meal Premiu					96.00
Overtime	24.00	20.40	292.93	489.60	7,030.32
Pr Yr Sic Pa			25.50		408.00
Regular	16.00	72.00	925.67	1,152.00	14,810.72
SIC			24.00		384.00
VAC	16.00	16.00	32.00	256.00	512.00
Gross Pay				1,897.60	23,241.04
Hours Paid		108.40	1300.10		

Deductions

	Current	YTD
Med Ins		1,182.40

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	1,897.60	22,058.64		2.29
FICA	1,897.60	22,058.64	117.66	1,367.64
MEDI	1,897.60	22,058.64	27.51	319.85
SIT:CA	1,897.60	22,058.64	24.61	275.83
SDI:CA	1,897.60	22,058.64	20.88	242.65
Total			190.66	2,208.26

Net Pay	1,706.94	19,850.38
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WELLS FARGO (2711)	1,706.94	19,850.38
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Company Paid Benefits

	Current	YTD
Med Ins		1,773.60
FUTA		42.00
FICA	117.66	1,367.64
MEDI	27.51	319.85
SUTA_SC:CA		7.00

--More--

Company Paid Benefits - Continued

	Current	YTD
SUTA:CA		217.00
Total	145.17	3,727.09

Accruals

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
2022 Po	01/01/2023	Hrs: 40.00	40.00	40/Yearly	10.19
SPSL 20	01/01/2023	Hrs: 40.00	40.00	40/Yearly	10.19
Sick/Enf	01/01/2023	Hrs: 24.00	0.00	24/Yearly	0.00
Vacation	10/10/2022	Hrs: 46.92	30.92	3.693 Hrs/Pay Period	3.69

Information & Announcements

Covid SPSL Hours have been extended to December 31, 2022

- 1 Reduces your Federal Withholding, OASDI & Medicare Taxable Wage
- 2 For Information purposes only. No effect on your net pay.

California Dairy Farms
PO Box 1090
Hilmar, CA 95324

Pay Date: 12/23/2022

Voucher #: (9210)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
	1	Checking	XXXXXX2711	121042882	1,768.58

Old Location/CA Dairy - H 200 12/23/2022 (9210)

Non-Negotiable - This Is Not A Check

#200 - 3037
Old Location/CA Dairy - H

Voucher #(9210)

Pay Date: 12/23/2022
Pay Period: 12/05/2022-12/18/2022

Earnings

	Rate	Hours	YTD	Current	YTD
Meal Premiu					112.00
Overtime	24.00	28.69	443.99	688.56	10,655.76
Pr Yr Sic Pa			25.50		408.00
Regular	16.00	72.00	1309.67	1,152.00	20,954.72
SIC			24.00		384.00
VAC	16.00	8.00	40.00	128.00	640.00
Gross Pay				1,968.56	33,154.48
Hours Paid		108.69	1843.16		

Deductions

	Current	YTD
Med Ins		1,182.40 ¹

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	1,968.56	31,972.08		36.79
FICA	1,968.56	31,972.08	122.05	1,982.27
MEDI	1,968.56	31,972.08	28.55	463.60
SIT:CA	1,968.56	31,972.08	27.73	424.01
SDI:CA	1,968.56	31,972.08	21.65	351.69
Total			199.98	3,258.36

Net Pay	1,768.58	28,713.72
WELLS FARGO (2711)	1,768.58	28,713.72

Company Paid Benefits

	Current	YTD
Med Ins		1,773.60 ¹
FUTA		42.00
FICA	122.05	1,982.27
MEDI	28.55	463.60
SUTA_SC:CA		7.00
--More--		

Company Paid Benefits - Continued

	Current	YTD
SUTA:CA		217.00
Total	150.60	4,485.47

Accruals

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
2022 Po	01/01/2023	Hrs: 40.00	40.00	40/Yearly	0.00
SPSL 20	01/01/2023	Hrs: 40.00	40.00	40/Yearly	0.00
Sick/Enf	01/01/2023	Hrs: 24.00	0.00	24/Yearly	0.00
Vacation	12/19/2022	Hrs: 65.39	41.39	3.693 Hrs/Pay Period	3.69

¹ Reduces your Federal Withholding, OASDI & Medicare Taxable Wage

² For information purposes only. No effect on your net pay.

California Dairy Farms
PO Box 1090
Hilmar, CA 95324

Pay Date: 01/06/2023

Voucher #: (9529)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
	1	Checking	XXXXXX2711	121042882	1,727.25

Old Location/CA Dairy - H 200 01/06/2023 (9529)

Non-Negotiable - This Is Not A Check

#200 - 3037
Old Location/CA Dairy - H

Voucher #(9529)

Pay Date: 01/06/2023
Pay Period: 12/19/2022-01/01/2023

Earnings

	Rate	Hours	YTD	Current	YTD
HOL	16.00	8.00	8.00	128.00	128.00
Overtime	24.00	21.09	21.09	506.16	506.16
Regular	16.00	80.00	80.00	1,280.00	1,280.00
Gross Pay				1,914.16	1,914.16
Hours Paid		109.09	109.09		

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	1,914.16	1,914.16		
FICA	1,914.16	1,914.16	118.68	118.68
MEDI	1,914.16	1,914.16	27.76	27.76
SIT:CA	1,914.16	1,914.16	23.24	23.24
SDI:CA	1,914.16	1,914.16	17.23	17.23
Total			186.91	186.91
Net Pay			1,727.25	1,727.25
WELLS FARGO (2711)			1,727.25	1,727.25

Company Paid Benefits

	Current	YTD
FUTA	11.48	11.48
FICA	118.68	118.68
MEDI	27.76	27.76
SUTA_SC:CA	1.91	1.91
SUTA:CA	55.51	55.51
Total	215.34	215.34

Accruals

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
2022 Po	01/01/2024	Hrs: 40.00	40.00	40/Yearly	0.00
SPSL 20	01/01/2024	Hrs: 40.00	40.00	40/Yearly	0.00
Sick/Enf	01/01/2024	Hrs: 24.00	24.00	24/Yearly	24.00

--More--

Accruals - Continued

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
Vacation	01/02/2023	Hrs: 69.08	45.08	3.693 Hrs/Pay Period	3.69

¹ For information purposes only. No effect on your net pay.

California Dairy Farms
PO Box 1090
Hilmar, CA 95324

Pay Date: 01/20/2023

Voucher #: (9847)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
	1	Checking	XXXXXX2711	121042882	1,834.87

Old Location/CA Dairy - H 200 01/20/2023 (9847)

Non-Negotiable - This Is Not A Check

#200 - 3037
Old Location/CA Dairy - H

Voucher #(9847)

Pay Date: 01/20/2023
Pay Period: 01/02/2023-01/15/2023

Earnings

	Rate	Hours	YTD	Current	YTD
HOL	16.00	16.00	24.00	256.00	384.00
Overtime	24.00	20.78	41.87	498.72	1,004.88
Regular	16.00	72.00	152.00	1,152.00	2,432.00
VAC	16.00	8.00	8.00	128.00	128.00
Gross Pay				2,034.72	3,948.88
Hours Paid		116.78	225.87		

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	2,034.72	3,948.88		
FICA	2,034.72	3,948.88	126.15	244.83
MEDI	2,034.72	3,948.88	29.50	57.26
SIT:CA	2,034.72	3,948.88	25.89	49.13
SDI:CA	2,034.72	3,948.88	18.31	35.54
Total			199.85	386.76
Net Pay			1,834.87	3,562.12
WELLS FARGO (2711)			1,834.87	3,562.12

Company Paid Benefits

	Current	YTD
FUTA	12.21	23.69
FICA	126.15	244.83
MEDI	29.50	57.26
SUTA_SC:CA	2.03	3.94
SUTA:CA	59.01	114.52
Total	228.90	444.24

Accruals

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
Sick/Enf	01/01/2024	Hrs: 24.00	24.00	24/Yearly	0.00
Vacation	01/16/2023	Hrs: 72.77	40.77	3.693 Hrs/Pay Period	3.69

1 For Information purposes only. No effect on your net pay.

California Dairy Farms
PO Box 1090
Hilmar, CA 95324

Pay Date: 02/03/2023

Voucher #: (9975)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
	1	Checking	XXXXXX2711	121042882	1,805.01

Old Location/CA Dairy - H 200 02/03/2023 (9975)

Non-Negotiable - This Is Not A Check

#200 - 3037
Old Location/CA Dairy - H

Voucher #(9975)

Pay Date: 02/03/2023
Pay Period: 01/16/2023-01/29/2023

Earnings

	Rate	Hours	YTD	Current	YTD
HOL			24.00		384.00
Overtime	24.00	26.56	68.43	637.44	1,642.32
Regular	16.00	69.24	221.24	1,107.84	3,539.84
SIC	16.00	8.00	8.00	128.00	128.00
VAC	16.00	8.00	16.00	128.00	256.00

Gross Pay 2,001.28 5,950.16

Hours Paid 111.80 337.67

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	2,001.28	5,950.16		
FICA	2,001.28	5,950.16	124.08	368.91
MEDI	2,001.28	5,950.16	29.02	86.28
SIT:CA	2,001.28	5,950.16	25.16	74.29
SDI:CA	2,001.28	5,950.16	18.01	53.55

Total 196.27 583.03

Net Pay 1,805.01 5,367.13

WELLS FARGO (2711) 1,805.01 5,367.13

Company Paid Benefits

	Current	YTD
FUTA	12.01	35.70
FICA	124.08	368.91
MEDI	29.02	86.28
SUTA_SC:CA	2.00	5.94
SUTA:CA	58.04	172.56

Total 225.15 669.39

Accruals

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
Sick/Enf	01/01/2024	Hrs: 24.00	16.00	24/Yearly	0.00

--More--

Accruals - Continued

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
Vacation	01/30/2023	Hrs: 76.47	36.47	3.693 Hrs/Pay Period	3.69

¹ For information purposes only. No effect on your net pay.

California Dairy Farms
PO Box 1090
Hilmar, CA 95324

Pay Date: 02/17/2023

Voucher #: (10073)

Deposited To The Account(s) Of

Deposit #	Account Type	Account #	Transit ABA	Deposit
1	Checking	XXXXXX2711	121042882	1,780.52

Old Location/CA Dairy - H 200 02/17/2023 (10073)

Non-Negotiable - This Is Not A Check

#200 - 3037
Old Location/CA Dairy - H

Voucher #(10073)

Pay Date: 02/17/2023

Pay Period: 01/30/2023-02/12/2023

Earnings

	Rate	Hours	YTD	Current	YTD
HOL			24.00		384.00
Overtime	24.00	28.91	97.34	693.84	2,336.16
Regular	16.00	80.00	301.24	1,280.00	4,819.84
SIC			8.00		128.00
VAC			16.00		256.00

Gross Pay 1,973.84 7,924.00

Hours Paid 108.91 446.58

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	1,973.84	7,924.00		
FICA	1,973.84	7,924.00	122.38	491.29
MEDI	1,973.84	7,924.00	28.62	114.90
SIT:CA	1,973.84	7,924.00	24.55	98.84
SDI:CA	1,973.84	7,924.00	17.77	71.32

Total 193.32 776.35

Net Pay 1,780.52 7,147.65

WELLS FARGO (2711) 1,780.52 7,147.65

Company Paid Benefits

	Current	YTD
FUTA	6.30	42.00
FICA	122.38	491.29
MEDI	28.62	114.90
SUTA_SC:CA	1.05	6.99
SUTA:CA	30.45	203.01

Total 188.80 858.19

Accruals

Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
Sick/Enf 01/01/2024	Hrs: 24.00	16.00	24/Yearly	0.00

--More--

Accruals - Continued

Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
Vacation 02/13/2023	Hrs: 80.16	40.16	3.693 Hrs/Pay Period	3.69

1 For information purposes only. No effect on your net pay.

California Dairy Farms
PO Box 1090
Hilmar, CA 95324

Pay Date: 02/28/2023

Voucher #: (10306)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
	1	Checking	XXXXXX2711	121042882	1,573.82

Old Location/CA Dairy - H 200 02/28/2023 (10306)

Non-Negotiable - This Is Not A Check

#200 - 3037
Old Location/CA Dairy - H

Voucher #(10306)

Pay Date: 02/28/2023
Pay Period: 02/13/2023-02/26/2023

Earnings

	Rate	Hours	YTD	Current	YTD
HOL			24.00		384.00
Overtime	24.00	19.26	120.60	462.24	2,894.40
Regular	16.00	72.00	389.24	1,152.00	6,227.84
SIC			8.00		128.00
VAC	16.00	8.00	24.00	128.00	384.00

Gross Pay 1,742.24 10,018.24

Hours Paid 99.26 565.84

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	1,742.24	10,018.24		
FICA	1,742.24	10,018.24	108.02	621.13
MEDI	1,742.24	10,018.24	25.26	145.26
SIT:CA	1,742.24	10,018.24	19.46	118.30
SDI:CA	1,742.24	10,018.24	15.68	90.16

Total 168.42 974.85

Net Pay 1,573.82 9,043.39

WELLS FARGO (2711) 1,573.82 9,043.39

Company Paid Benefits

	Current	YTD
FUTA		42.00
FICA	108.02	621.13
MEDI	25.26	145.26
SUTA_SC:CA		6.99
SUTA:CA		203.01

Total 133.28 1,018.39

Accruals

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
Sick/Enf	01/01/2024	Hrs: 24.00	16.00	24/Yearly	0.00

--More--

Accruals - Continued

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
Vacation	02/27/2023	Hrs: 83.85	35.85	3.693 Hrs/Pay Period	3.69

1 For Information purposes only. No effect on your net pay.

California Dairy Farms
PO Box 1090
Hilmar, CA 95324

Pay Date: 02/28/2023

Voucher #: (10255)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
	1	Checking	XXXXXX2711	121042882	321.92

Old Location/CA Dairy - H 200 02/28/2023 (10255)

Non-Negotiable - This Is Not A Check

#200 - 3037
Old Location/CA Dairy - H

Voucher #(10255)

Pay Date: 02/28/2023
Pay Period: 02/27/2023-02/28/2023

Earnings

	Rate	Hours	YTD	Current	YTD
HOL			24.00		384.00
Overtime	24.00	4.00	101.34	96.00	2,432.16
Regular	16.00	16.00	317.24	256.00	5,075.84
SIC			8.00		128.00
VAC			16.00		256.00
Gross Pay				352.00	8,276.00
Hours Paid		20.00	466.58		

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	352.00	8,276.00		
FICA	352.00	8,276.00	21.82	513.11
MEDI	352.00	8,276.00	5.10	120.00
SIT:CA	352.00	8,276.00		98.84
SDI:CA	352.00	8,276.00	3.16	74.48
Total			30.08	806.43
Net Pay			321.92	7,469.57
WELLS FARGO (2711)			321.92	7,469.57

Company Paid Benefits

	Current	YTD
FUTA		42.00
FICA	21.82	513.11
MEDI	5.10	120.00
SUTA_SC:CA		6.99
SUTA:CA		203.01
Total	26.92	885.11

Accruals

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
Sick/Enf	01/01/2024	Hrs: 24.00	16.00	24/Yearly	0.00

--More--

Accruals - Continued

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
Vacation	02/27/2023	Hrs: 83.85	35.85	3.693 Hrs/Pay Period	0.00

1 For information purposes only. No effect on your net pay.

California Dairy Farms GP
6071 Larson Ave
P.O. Box 1090
Hilmar, CA 95324

Pay Date: 03/17/2023

Voucher #: (10724)

Deposited To The Account(s) Of

Deposit #	Account Type	Account #	Transit ABA	Deposit
1	Checking	XXXXXX2711	121042882	1,178.48

CDF/American 200 03/17/2023 (10724)

Non-Negotiable - This Is Not A Check

#200 - 3037
CDF/American

Voucher #(10724)

Pay Date: 03/17/2023
Pay Period: 03/01/2023-03/12/2023

Earnings

	Rate	Hours	YTD	Current	YTD
Overtime	24.00	11.47	11.47	275.28	275.28
Regular	16.00	48.00	48.00	768.00	768.00
VAC	16.00	16.00	16.00	256.00	256.00
Gross Pay				1,299.28	1,299.28
Hours Paid		75.47	75.47		

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	1,299.28	1,299.28		
FICA	1,299.28	1,299.28	80.56	80.56
MEDI	1,299.28	1,299.28	18.84	18.84
SIT:CA	1,299.28	1,299.28	9.71	9.71
SDI:CA	1,299.28	1,299.28	11.69	11.69
Total			120.80	120.80
Net Pay			1,178.48	1,178.48
WELLS FARGO (2711)			1,178.48	1,178.48

Company Paid Benefits

	Current	YTD
FUTA	7.80	7.80
FICA	80.56	80.56
MEDI	18.84	18.84
SUTA_SC:CA	1.30	1.30
SUTA:CA	44.18	44.18
Total	152.68	152.68

Accruals

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
Sick/Enf	01/01/2024	Hrs: 24.00	24.00	24/Yearly	36.12
Vacation	03/13/2023	Hrs: 39.02	23.02	3,693 Hrs/Pay Period	39.02

¹ For information purposes only. No effect on your net pay.

California Dairy Farms GP
6071 Larson Ave
P.O. Box 1090
Hilmar, CA 95324

Pay Date: 03/31/2023

Voucher #: (10912)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
	1	Checking	XXXXXX2711	121042882	1,593.24

CDF/American 200 03/31/2023 (10912)

Non-Negotiable - This Is Not A Check

#200 - 3037
CDF/American

Voucher #(10912)

Pay Date: 03/31/2023
Pay Period: 03/13/2023-03/26/2023

Earnings

	Rate	Hours	YTD	Current	YTD
Meal Premiu	16.00	1.00		16.00	16.00
Overtime	24.00	19.50	30.97	468.00	743.28
Regular	16.00	80.00	128.00	1,280.00	2,048.00
VAC			16.00		256.00
Gross Pay				1,764.00	3,063.28
Hours Paid		100.50	174.97		

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	1,764.00	3,063.28		
FICA	1,764.00	3,063.28	109.36	189.92
MEDI	1,764.00	3,063.28	25.58	44.42
SIT:CA	1,764.00	3,063.28	19.94	29.65
SDI:CA	1,764.00	3,063.28	15.88	27.57
Total			170.76	291.56
Net Pay			1,593.24	2,771.72
WELLS FARGO (2711)			1,593.24	2,771.72

Company Paid Benefits

	Current	YTD
FUTA	10.58	18.38
FICA	109.36	189.92
MEDI	25.58	44.42
SUTA_SC:CA	1.76	3.06
SUTA:CA	59.98	104.16
Total	207.26	359.94

Accruals

	Accrued To	Accrued	Bal.	Accrue Rate	Acc/PP
Sick/Enf	01/01/2024	Hrs: 16.00	16.00	24/Yearly	0.00
Vacation	03/27/2023	Hrs: 43.24	27.24	3.693 Hrs/Pay Period	3.69

¹ For information purposes only. No effect on your net pay.

EXHIBIT 7

TO

STATEMENT OF EVIDENCE

**RELEVANT HANDBOOK POLICIES OF
CDF**

CALIFORNIA DAIRY FARMS EMPLOYEE HANDBOOK

(Rev. May 1, 2023)

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WELCOME!

We are excited that you are part of the team. Our continued success depends in large part on each and every one of our employees. For that reason, among others, we want employment with the Company to be positive and rewarding. We believe that the employment relationship thrives when we maintain transparency with employees about workplace expectations and responsibilities. We have prepared this handbook to provide our employees with important information regarding their employment. All employees must read, understand and follow the provisions of the handbook.

The Company is constantly striving to improve its policies and the services that it provides to customers and to maintain positive relations with its employees. We welcome employee suggestions for improvements, which should be brought to the attention of any member of the management team or the Human Resources Manager. By working together, the Company hopes that it will share with its employees a sincere pride in the workplace and our product.

1. INTRODUCTORY STATEMENTS AND POLICIES

1.1 ALL EMPLOYMENT IS AT-WILL

All employment at the Company is “at-will.” This means that both employees and the Company have the right to terminate employment at any time, with or without advance notice, and with or without cause, for any reason that is not unlawful.

Also, the Company retains the right to demote, transfer, change job duties, compensation or other terms and conditions of employment, at any time with or without notice and with or without cause in its sole discretion to the extent permitted by law. No manager, supervisor or other employee of the Company has any authority to enter into an agreement for employment other than at-will or otherwise alter this agreement. Only an owner of the Company has the authority to make any such agreement and then only in a written document, signed by an owner and the affected employee, which states a clear intent to alter the at-will nature of the employment relationship by stating either a term of employment or expressly stating employment is for-cause rather than at-will. By continuing to work for the Company, employees acknowledge that they understand and accept the at-will nature of employment.

1.2 AUTHORIZATION TO WORK

The Company is committed to employing only United States citizens and documented aliens who are authorized to work in the United States. We do not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986 (as amended), each new employee, post offer and as a condition of employment, must complete the Employment Eligibility Verification I-9 and present documentation establishing identity and employment eligibility. The latest any new hire may complete Section 1 of the Form I-9 is the third day after beginning work, except that if a new hire will work for fewer than three days, that individual must complete Section 1 of the form by the first day of work. Any new hire who fails to present acceptable identification documents in accordance with these time periods (1 or 3 days, respectively) is subject to immediate termination.

Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration issues are encouraged to contact the Human Resources Manager. Employees may raise questions without fear of reprisal.

2. POLICIES AGAINST DISCRIMINATION, HARASSMENT AND BULLYING

2.1 EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION POLICY

The Company is an equal opportunity employer and makes employment decisions on the basis of merit, qualifications, potential and competency. We want to have the best available persons in every job. It is our policy to provide equal employment opportunity for all qualified employees and applicants without regard to race (including natural hair/hairstyles), ethnicity, color, creed, gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, age, national origin (includes language use and possession of a driver's license issued under Vehicle Code §12801.9), ancestry, physical or mental disability (except where physical fitness is a valid occupational qualification), medical condition (including cancer or a record or history of cancer, and genetic characteristics), sex (including pregnancy, childbirth, breastfeeding or related medical condition), genetic information, sexual orientation, military and veteran status or any other consideration or characteristic protected by federal, state, or local laws (collectively "Protected Status").

The Company is committed to paying individuals equal pay for substantially similar work, when viewed as a composite of skills, effort and responsibility, and which work is performed under similar working conditions. We reserve the right to set wages based on a seniority system, a merit system, a system that measures earnings by quantity or quality or production, or a differential based on a bona fide factor other than an individual's Protected Status.

The Company prohibits discrimination based on any Protected Status of an employee or applicant by any employee of the Company, including managers, supervisors and co-workers as well as any third party (such as growers or farm labor contractors). We also prohibit discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, compensation, benefits, training, layoff, recall, transfer and leaves of absence.

Discrimination on the basis of the actual or perceived Protected Status of an employee or applicant is unlawful.

2.2 REASONABLE ACCOMMODATION FOR SINCERELY HELD RELIGIOUS BELIEFS

An employee with sincerely held religious beliefs who requests an accommodation for religious purposes, practices or to observe a religious holiday, will not be denied a reasonable accommodation so long as providing the accommodation does not place an undue hardship on the Company.

2.3 REASONABLE ACCOMMODATION FOR DISABILITIES

The Company will make reasonable accommodations for the known physical or mental disability or medical condition (including pregnancy) of an otherwise qualified applicant or employee that make it difficult for the individual to perform a particular job function unless undue hardship to the Company would result. An employee must not assume that we are aware of any disability the employee may have. If an applicant or employee requires an accommodation in order to perform any function of their job, the individual must contact their manager or the Human Resources Manager. Any supervisory employee who receives information about any employee's need for, or request for, an accommodation must promptly communicate the information to Human Resources. Documentation from the individual's treating medical provider may be required to verify that the individual suffers from a disability or medical condition that requires an accommodation or to determine what limitations or restrictions exist and whether a reasonable accommodation is available.

Once notified of the need for an accommodation, we will engage with the employee in an interactive process designed to identify the barriers that make it difficult for the individual to have an equal opportunity to perform job duties and determine possible accommodations, if any, that are available to allow the employee to continue working. Certain accommodations like elimination of an essential job function or a change of supervisor are not reasonable and will not be provided.

Employees are required to participate with management during all steps of the interactive process.

2.4 POLICY AGAINST HARASSMENT AND BULLYING

The Company is committed to providing a work environment free of harassment, bullying, abusive, disrespectful or other unprofessional conduct. As a matter of policy, we prohibit all such conduct. In addition to prohibiting harassment based on any Protected Status (defined above), the Company also prohibits harassment on the perception of a person's Protected Status or an individual's association with a person who is or is perceived as having any Protected Status. We prohibit unprofessional, disrespectful, abusive, unwelcome or harassing conduct by employees towards other employees or non-employees with whom the Company has a business, service, or professional relationship, and prohibit unwelcome, harassing conduct by business partners towards our employees even if such conduct does not rise to the level of harassment as defined by law.

Prohibited harassment, disrespectful, abusive, bullying or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, insults, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of any Protected Status;

- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Efforts to sabotage another's work.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of the employee's gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire. Individual employees should be aware that they may be personally named in a lawsuit for harassment and individually liable for damages caused by their conduct.

2.5 HOW TO REPORT HARASSMENT, BULLYING OR DISCRIMINATION

Any employee who believes they have been the subject of discrimination, bullying or harassment or other prohibited conduct, must bring their complaint to any supervisory or management level employee with whom they feel comfortable, the Human Resources Manager or any owner of the Company. Employees will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate any such complaint in writing, but this is not mandatory. Supervisors will refer all complaints involving harassment or other prohibited conduct to the Human Resources Manager. An employee that does not feel comfortable reporting directly to the Company may contact HR Mobile, a third party consulting service by calling: 559.625.2322 or 1.877.734.7677. The Company will take immediate and appropriate corrective action including a fair, timely, thorough and objective investigation of the allegations.

Any investigation will be confidential to the extent possible, and information obtained during the complaint procedure and investigation will only be shared with individuals on a need-to-know basis. When the investigation discloses misconduct or a violation of this policy, appropriate disciplinary or other remedial action will be taken up to and including termination of the offender and feedback will be given to the complaining employee. Timing and duration of investigations will vary based on the facts and circumstances of each particular situation. However, we will act in good faith to conduct the investigation and reach a resolution as expeditiously as possible.

The Company will not retaliate and will not tolerate or permit retaliation by any employee, including co-workers and management, against anyone for making a good-faith complaint of discrimination, bullying or harassment, or for participating in any investigation.

We encourage all individuals to report any incidents of discrimination, harassment or other conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved. We cannot take action to correct any violation of this policy unless we know about it. The Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of discrimination, harassment and retaliation in employment that relate to the individual's actual or perceived Protected Status. Any employee who believes they have been discriminated against, harassed or retaliated against for participating in an investigation or opposing discrimination or harassment, may file a

complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.dfeh.ca.gov or www.eeoc.gov.

2.6 PROHIBITION AGAINST RETALIATION

In addition to prohibiting retaliation against an employee who reports or participates in an investigation of harassment, bullying or discrimination, the Company prohibits discrimination or retaliation against employees who engage in any other activity protected by state or federal law, including but not limited to: reporting or suffering a workplace injury; making a good faith complaint or disclosing information about a suspected violation of any state or federal law; refusing to perform work where doing so would create a real and apparent hazard to the employee or co-workers; engaging in lawful conduct asserting recognized constitutional rights occurring during nonworking hours away from the workplace; filing or threatening to file a claim or complaint with any administrative/government agency; cooperating with officials or the Company in investigating claimed violations of the law; cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation of the law; opposing any policy or practice that is prohibited by the law; informing any person of their potential rights under the law or aiding or encouraging any other employee to exercise their rights under the law or; taking or requesting a protected leave of absence.

3. EMPLOYEE CONDUCT AND PERFORMANCE

3.1 STANDARDS OF CONDUCT

Work rules outlining acceptable conduct of employees are necessary for the orderly operation of any business and for the benefit and protection of the rights and safety of all employees. The Company has formed certain work rules and standards of conduct to ensure a well-run and pleasant working environment for its employees.

The following non-exhaustive list of work rules and standards of conduct is a guideline for all the Company employees. Violation of these rules and standards or other misconduct that does not comply with the Company's expectation of employee performance and behavior may result in disciplinary action. The Company strives to be consistent; however, management has discretion as to what level of discipline, ranging from verbal warning to termination, will be issued for any particular offense in consideration of the facts and circumstances unique to the particular situation and the individual(s) involved.

While employed at the Company, employees must not:

- Violate any the Company policy set forth in this handbook.
- Falsify or make a material omission on forms, records, or reports, including time records, application materials or customer records.
- Make a false statement or omit material information when participating in any investigation by or for the Company or in response to any management inquiry.
- Fight with or threaten with physical violence another employee or customer.
- Gamble or sleep on the job.

- Leave work without permission while on-duty.
- Violate any criminal law that has some bearing on work performed for the Company.
- Steal or deliberately damage or deface company, employee or other property.
- Violate safety or health rules or practices or engage in conduct that creates a safety or health hazard.
- Fail to immediately report an on-the-job injury or accident (although no discipline will issue if the failure to timely report was inadvertent or produced no real practical consequence to the Company).
- Fail to abide by traffic laws while driving on company business.
- Perform below expectations.
- Be insubordinate or otherwise fail to follow legitimate work directives.
- Record conversations, or take pictures or videos without authorization of the other parties.
- Engage in unprofessional, rude, disrespectful or discourteous behavior towards co-workers or customers.

Again, any employee who violates the above work rules will be subject to disciplinary action up to and including termination without prior warning. Because employment with the Company is at-will, the Company remains free to terminate employment at any time, with or without notice and with or without cause; our discipline procedures do not imply any other policy.

3.2 PUNCTUALITY & ATTENDANCE

Employees are expected to report to work as scheduled, on time and ready to start work. It is important for us to maintain staffing levels appropriate to meet the needs of the Company business and other the Company employees. Absenteeism, lateness and tardiness detract from the Company's ability to provide first-rate service, add to the overall cost of our operations and create additional workload for other employees. All employees must understand that absenteeism and lateness are controllable, and a pattern of either, if unexcused, may be grounds for discipline up to and including termination in management's discretion. Any employee who is a no-call/no-show for three days is subject to immediate termination.

An employee who is unable to report for work at the scheduled start time must notify their supervisor at least one hour before the start of the scheduled shift, subject to limitations set forth in the Paid Sick Leave Policy. An employee who is absent for more than one day must call in each day unless the individual has provided documentation from a medical provider stating a return to work date, in which case the employee need not report until the provider note has expired. Any employee who has exhausted all available paid sick leave and is thereafter absent due to illness or injury may be required to provide a doctor's note.

When reporting an absence or late arrival, employees must provide their name, scheduled work time and general explanation for the absence (e.g., "illness", "childcare issues", etc.). The employee must also provide the expected arrival time or anticipated return to work date.

3.3 NO SOLICITATION POLICY

To avoid interruption of work and protect employees from unnecessary annoyance, employees are not permitted to solicit other employees on working time for any purpose. Distribution of non-work related literature during working time is not permitted.

Working time does not include meal periods and rest breaks. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the distribution is being directed. Persons who are not employed by the Company may not solicit or distribute literature on company property at any time for any purpose.

4. WAGE AND HOUR POLICIES AND PRACTICES

4.1 WORK WEEK

The Company's work week begins at 12:00 a.m. Monday and ends at 11:59 p.m. the following Sunday.

4.2 PAYDAY

Payday is every other Friday. If payday falls on a holiday or weekend, employees will be paid on the last work day preceding the holiday or weekend. Employees must sign their name when picking up a payroll check. An employee must give prior written authorization for the Company to release the employee's paycheck to anyone other than the employee. This authorization must name the person to whom the check is to be released.

An employee who loses their paycheck must notify a manager immediately for stop payment. Employees who are enrolled in direct deposit and make any changes to their bank account, must notify payroll in writing immediately. Note that employees will be responsible for any fees incurred from a stop payment or other charge due to the employee's delay or neglect.

Any questions about the amount of pay received or deductions made should be discussed with the Payroll Department.

4.3 EMPLOYEE CLASSIFICATIONS

Non-exempt employees are paid an hourly wage and are entitled to overtime and double time premium pay in accordance with California law as described in Section 4.8, below. Non-exempt employees also must keep accurate records of all time worked and are provided meal periods and rest breaks as required by California law.

Exempt employees are those who either: (1) are paid a salary of at least two times minimum wage based on a 40 hour work week and whose duties are administrative or managerial; or (2) customarily and regularly work more than one-half of their working time away from the Company's place of business either: selling our product or otherwise obtaining orders or contracts for our products. Exempt employees are not eligible for overtime or double time and are not bound by the timekeeping, meal period and rest break policies stated in this Handbook.

Seasonal employees are hired to work on a short term or temporary basis to assist during cherry or grape season. All other employees are considered regular employees.

4.4 TIME RECORDS (NON-EXEMPT EMPLOYEES)

Adherence to the established time card procedure will ensure that employees receive all monies due for time worked in compliance with state and federal laws.

The Company requires all non-exempt employees to accurately record all hours worked and absences during each pay period using an electronic time clock. Non-exempt employees are expected to record the actual time worked. For each day that a non-exempt employee performs any work, that employee must record the start and end time of each shift as well as the start and end time of each meal period. Non-exempt employees must also record any departure from work for any non-work-related reason. Rest periods although off-duty, are with pay and are not recorded on the employee's time card.

Timecards are official company documents. Falsifying or altering time cards or completing the time records of another employee is grounds for disciplinary action, up to and including termination. On occasion, employees may miss a punch. If this happens, the employee should immediately report to their manager the time the employee began or stopped working. Only an authorized member of management may make corrections to an employee's card.

4.5 POLICY AGAINST OFF-THE-CLOCK WORK

As a matter of policy and practice, the Company pays employees for all time worked. Employees must not perform any work off-the-clock; this includes pre- and post-shift activities of any kind. Any employee who performs work off-the-clock must immediately report the time worked to a supervisor so that all time can be properly recorded. Any supervisor who requires an employee to perform work off the clock is responsible for ensuring that all time worked by the employee is reported so that the employee can be properly paid. Supervisors who instruct employees to perform work off the clock or who have knowledge of, but fail to report any off-the-clock work are subject to discipline up to and including termination. Any employee who is determined to have performed work off-the-clock without reporting the time worked will be paid for time worked but will be subject to discipline up to and including termination.

4.6 WAGE STATEMENTS

The Company provides employees with a wage statement (paystub) itemizing any deductions, the total hours worked, gross and net pay, hourly rate(s), and available paid sick leave. Employees are encouraged to carefully review the detailed paystub provided each payday to ensure its accuracy and report any suspected errors to Payroll immediately so that the Company can remedy any mistake and ensure proper payment of wages and comply with its record keeping obligations. For exempt employees, If you request direct deposit a copy of your stub is located in your employee file available to view unless otherwise directed.

4.7 DEDUCTIONS FROM WAGES

4.7.1 Necessary Deductions

Certain deductions required by law will be made from employees' wages. These include State and Federal income taxes, Social Security taxes (FICA), and State Disability Insurance (SDI) payments.

Deductions will also be made for health insurance premiums for employees and family members if an employee requests such deductions. These deductions will be taken from the employees' gross pay prior to taxation, reducing the amount of income they pay taxes on. These premiums will automatically be deducted on a pretax basis, unless an employee personally goes to the Payroll Department and directs them to do otherwise.

Each employee must complete a withholding exemption certificate (IRS Form W-4 and California Form DE-4) at the time of hire. This information determines the amount of income taxes withheld. Any material changes in information, such as family status, that increases or decreases an employee's exemptions must be reported. A statement of earnings and taxes withheld is supplied to employees each year.

4.7.2 Policy Against Improper Deductions

The Company, as a matter of policy, strictly prohibits improper deductions from employee wages. Any employee who believes that improper deductions have been made must immediately bring the improper deduction to the attention of the Payroll Department. The Company will promptly reimburse employees for any improper deductions and take the necessary steps to make sure no improper deductions are made in the future. The Company is committed to compliance with the requirements of the Fair Labor Standards Act and California Labor Code.

4.8 OVERTIME (NON-EXEMPT EMPLOYEES)

Employees receive overtime pay in accordance with the minimum legal requirements then in effect. As of the publication date of this handbook, those requirements are as follows:

- i. One and one-half times the employee's regular rate of pay for hours worked over 40 in a workweek.
- ii. One and one-half times the employee's regular rate of pay for hours worked over eight and up to 12 in a workday, and double the employee's regular rate of pay for hours worked over 12 in a workday.
- iii. One and one-half times the employee's regular rate of pay for the first eight hours worked on the 7th day of work in a workweek, and double the employee's regular rate of pay for work after eight hours of work on that 7th day.

Paid sick leave and any other approved paid time off is not counted when computing overtime. Exempt employees are not subject to this policy.

As a matter of policy and in compliance with California law, non-exempt employees are entitled to one day of rest during each workweek. The Company will not cause any employee to go without a day of rest in a single workweek except when the nature of the employment reasonably requires that the employee work all seven days in the workweek. In those instances where the nature of employment requires an employee to work seven or more consecutive days, the Company will pay employees premium wages in accordance with (iii) above, and will provide the employee, in each calendar month, with days of rest equivalent to one day's rest in seven, i.e., at least 4 days each month.

4.9 MEAL PERIODS AND REST BREAKS (NON-EXEMPT EMPLOYEES)

4.9.1 Rest Breaks

Every employee who works a shift of 3.5 hours or more is provided and authorized to take an uninterrupted rest break of a net 15 minutes for each 4 hour period of work (or major fraction thereof, defined as 2 hours). The following demonstrates the number of rest breaks provided per shift:

Hours Worked	Number of Rest Breaks
0 < 3.5	0
3.5 to ≤ 6	1
> 6 to ≤ 10	2
> 10 to ≤ 14	3

Employees are paid for rest breaks. However, employees are considered to be off-duty, free from all control of the Company and should not perform any work during these breaks. Rest breaks should be taken as close to the middle of each work period as practicable. Employees are free to leave the worksite during rest breaks. For milkers, rest breaks are scheduled by management. For all other employees, rest breaks are not scheduled by management. Instead, employees are expected to manage their time and determine when to take rest breaks in accordance with this policy and their personal preference. Any employee who is having difficulty scheduling their own rest break must notify their manager for assistance.

Examples: Employee A is scheduled from 7:00 a.m. to 12:00 p.m. Employee A is entitled to one 10-minute rest break. The rest break should be taken as close 10:30 a.m. (i.e., the middle of the five-hour work period) as practicable.

Employee B is scheduled from 7:00 a.m. to 3:30 p.m. Employee B is entitled to two 10-minute rest breaks. The first rest break should occur around 9:15 a.m. (assuming lunch at 11:30 a.m.) and a second rest break should be taken around 1:45 p.m.

4.9.2 Meal Periods

The Company provides all non-exempt employees with an uninterrupted, off-duty, unpaid meal period of 35 minutes for every five hours of work in a workday. An employee who works a shift

of five but not more than six hours may choose to waive the Company's obligation to provide a meal period. Employees are provided with a second 35-minute off-duty meal period if the employee works a shift of more than 10 hours. The employee may waive the Company's obligation to provide the second meal period if the total hours worked is no more than 12 and the employee actually took the first meal period. Waivers do not need to be in writing. Employees must clock out at the beginning and in at the end of each meal period.

Employees are provided the opportunity to take each meal period before completion of the fifth hour of work. This means that an employee who begins work at 7:00 a.m. will be provided the opportunity to take their meal period *before* 12:00 p.m. and assuming at least a full 30-minute meal period was taken, the second meal period will be provided *before* 5:30 p.m. As with rest breaks, meal periods are scheduled by the Company only for milkers. All other employees are expected to manage their time and determine when to take meal periods in accordance with this policy, their work schedule and their personal preference. Any employee having difficulty coordinating their meal period must notify their manager for assistance. Although the Company encourages all employees to take the meal periods provided to them, it does not compel employees to do so.

During meal periods, employees are relieved of all duties and restrictions and are not subject to control by the Company. Employees are free to leave the worksite during the meal period and must not perform any work for a full 30-minutes. The Company provides employees with a break area in which food or drink may be consumed. If a meal period occurs on a shift beginning or ending at or between the hours of 10 p.m. and 6 a.m., facilities will be available for heating food or drink.

4.10 FAILURE TO PROVIDE/INABILITY TO TAKE MEAL PERIODS AND REST BREAKS

An employee who is unable to take a rest break or meal period in compliance with the Company policy due to coercion of or discouragement by anyone employed by the Company or due to work conditions, or who otherwise believes they were not provided a meal period or rest break in accordance with this policy or the law, must complete an Inability to Take Meal Period/Rest Break Form and turn in the completed form to Human Resources. If an employee does not complete an Inability to Take Meal Period/Rest Break Form, we may assume that the employee was provided the opportunity to take meal periods and rest breaks in compliance with this policy and the law.

Employees will not be retaliated against for reporting any failure of the Company to provide meal periods or rest breaks in compliance with this policy or the law, or for requesting a premium wage for any violation. However, an employee who is provided the opportunity but voluntarily, without coercion, fails to take a meal period or rest break in compliance with this policy does not need to complete an Inability to Take Meal Period/Rest Break Form.

4.11 LACTATION ACCOMMODATION

Employees have a right under the law to request lactation accommodation. The employee should direct the request to the employee's supervisor or to the Human Resource Manager. A reasonable amount of break time shall be provided to an employee each time the employee needs to express breast milk for the employee's infant child. The break time shall, if possible, run concurrently

with any paid break time already provided to the employee. If extra break time is needed, the extra break time shall be unpaid. The employee will be provided with the use of a room or other location, other than a bathroom, in close proximity to the employee's work area, for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the law. The Company shall provide the employee with a written response if it would be unreasonable to provide all of the break time desired by the employee or if it would be an undue burden on the Company to provide a room or location that fully complies with the law. The Company will not discharge, discriminate, or retaliate against an employee for requesting or exercising a lactation accommodation right. Employees have a right to file a complaint with the Labor Commissioner for any violation of the law related to lactation accommodation.

4.12 EXPENSE REIMBURSEMENT POLICY

As a matter of policy, the Company will reimburse employees for all necessary business-related expenditures or losses incurred by the employee in direct consequence of the performance of their duties. Expenses incurred must be reasonable and we reserve the right to deny or reduce the amount of expenses claimed that are excessive or otherwise not reasonable.

This policy sets forth the system for reporting the need for reimbursement of any necessary business expenses incurred by employees. All employees are required to follow this policy. Failure to follow the reporting and approval procedures or abuse of this business expense reimbursement policy, including falsifying expense reports, may be grounds for disciplinary action, up to and including termination of employment.

4.12.1 Use of Personal Vehicle

If use of an employee's personal vehicle is required for business purposes, employees will be reimbursed at the mileage rate set by the Internal Revenue Service (IRS). Tolls and parking fees are also reimbursable. The Company will not reimburse employees the cost of their ordinary commute. During any business-related travel, the Company will not reimburse employees for expenses that are not necessary for business purposes or those incurred by the employee's gross negligence or intentional misconduct such as: parking tickets; fines for moving violations; vehicle towing charges. Employees using a personal vehicle for business purposes should ensure that their personal automobile insurance covers business travel.

4.12.2 Tools, Equipment and Supplies

The Company will provide employees with any tools or equipment necessary for the job, unless the employee earns twice the state minimum wage. Employees may choose to use their own tools or equipment if they wish, however, in such instances the Company will not be held responsible for loss or damage to the employee's tools or equipment. The Company provides at no cost to the employee all necessary supplies and PPE.

The Company requests employees to carefully use and maintain Company provided tools and equipment, and to avoid waste of Company property.

The Company recognizes that certain acts of its employees will result in loss to the Company and that such losses represent a normal cost of doing business. However, if a loss is caused by a dishonest or willful act of an employee, or by the employee's gross negligence, the Company will seek to recover the amount of its loss through an employee-authorized wage deduction or by seeking a reimbursement from the employee. Gross negligence may include loss that results from an employee's failure to follow reasonable rules of the Company or failure to follow the law.

The Company will fully investigate any loss prior to making a demand to an employee for reimbursement. The Company will only make a deduction from an employee's wages with the employee's written authorization. Should an employee withhold authorization for a wage deduction in the amount of the loss caused by the employee's dishonesty, willful act or gross negligence, the Company may take legal action to recover any money owed to it by the employee. Any deduction from an employee's wages to cover a loss under this policy shall not cause the employee to fall below minimum wage in any given pay period.

Employees cannot do good work with poor equipment; therefore, employees must turn in to their supervisor for replacement, any equipment that has become unserviceable. Replacement of such tools and supplies will be determined by the Company. If an employee's employment with the Company terminates, the tools provided to the employee remain the property of the Company and must be returned to the Company.

No one is to use any equipment unless specifically assigned to do so. Personal use of tools and equipment is not allowed unless approved by a supervisor. Negligent or improper use of Company equipment may result in the employee's termination.

4.12.3 Mobile Phones and Radios

The Company will provide a company-issued mobile phone or a reimbursement to those employees whose job duties require the employee to remain in close contact with the Company its customers or vendors. Hourly non-exempt employees that need to remain in communication during the workday will be provided a Company-issued phone for use during their shift. The phone must be returned prior to clocking out for the day. Landlines are available for use by all other employees in the event business-related calls are required during regular business hours. Employees who are not provided a Company-issued mobile phone or reimbursement are not required and should not be instructed or encouraged by supervisors to communicate with one another, customers or vendors for business-related purposes using personal mobile phones including without limitation via text messages.

Any employee who is not issued or provided a Company mobile phone or reimbursement and finds it necessary to use their personal mobile phone for business-related purposes must report such use to Human Resources so that the employee may be properly reimbursed. A supervisor that initiates communication with an employee on the employee's personal mobile phone (whether call or text message) must also report the contact to Human Resources so the employee can be reimbursed.

The Company provides to some employees radios for communication as an alternative to mobile phones. Radios should be used only during work hours and must remain on Company premises.

Employees should turn off any Company-issued mobile phone or radio device during meal periods or rest breaks. Because employees are to be off-duty, they must not answer or respond to any work-related communication during meal periods and rest breaks.

4.12.4 Expense Reimbursement Requests

Employees may request reimbursement for business-related expenses incurred in accordance with this policy by completing an expense reimbursement form and submitting the completed form, including all receipts and appropriate substantiating documentation as required by this policy to Accounts Payable. All expense reimbursement forms must be signed and verified by the employee. Expense reimbursement forms are available in the main office.

Expense reimbursement forms relating to business use of an employee's personal vehicle must list the:

- Miles driven.
- Location driven to.
- Date.
- Business purpose.

If a receipt or other substantiating documentation is not available, the employee must submit a written explanation of why the documentation cannot be provided. The Company, in its sole discretion, will evaluate the explanation and determine whether the expense is reimbursable.

Accounts Payable will verify that expenses are permissible and that documentation is adequate and accurate. The Company reserves the right to refuse any expense reimbursement request that is inaccurate or does not include the appropriate substantiating documentation. Any employee who fails to timely submit reimbursement requests (i.e., within 10 days of incurring the expense) will be reimbursed but may be subject to discipline for failing to comply with this policy.

4.12.5 Expense Reimbursement Payment

The Company will reimburse an employee for reimbursable expenses promptly following the date on which the employee submits a complete expense reimbursement form that includes all required approvals and substantiating documentation. Whenever possible, this will be in the same pay period in which the employee submits the reimbursement request.

5. DRUG AND ALCOHOL POLICY

The Company has a vital interest in maintaining safe and efficient working conditions for its employees, ensuring accuracy in financial transactions or otherwise accounting for company funds, and keeping all the Company vehicles and equipment properly maintained and operated in a safe manner. As a result, the Company is concerned about the use of alcohol, drugs and any intoxicants as it affects the workplace. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these

6.4 RESPECT INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

The Company's Confidentiality and Non-Disclosure Policy restricts employees' use and disclosure of the Company's trade secrets, confidential information, and intellectual property. Beyond these mandatory restrictions, employees should treat the Company's trade secrets, intellectual property, and other proprietary information about the Company's customers as confidential and not do anything to jeopardize or unwittingly disclose them through the use of social media. In addition, employees should avoid misappropriating or infringing on the intellectual property of other companies and individuals, which can create liability for the employee and possibly the Company.

Respect laws regarding copyrights, trademarks, and other third-party rights. To protect against liability for copyright or trademark infringement, where appropriate, employees should reference sources of particular information they post or upload and cite them accurately.

6.5 CONDUCT NOT PROHIBITED BY THIS POLICY

This policy is not intended to preclude or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits, or other terms and conditions of employment, raising issues about working conditions for their fellow employees' mutual aid or protection, or lawful activities.

7. LEAVES OF ABSENCE AND TIME OFF WORK

The following is only a brief overview of the various types of leave that may be available to employees. Employees should consult the Human Resources Manager for assistance in determining eligibility for a leave of absence, properly requesting leave and complying with leave of absence notification or certification requirements.

The Company will maintain the confidentiality of any employee requesting leave for any purpose outlined in this section to the extent possible. The Company will not discriminate against, or tolerate discrimination or retaliation against, any employee who requests or takes leave under the below policies.

All leaves of absence under this section are unpaid. However, employees may be eligible to receive benefits through state-sponsored wage-supplement benefit programs (i.e., SDI or Paid Family Leave), and may use any accrued paid sick leave for absences relating to the employee's own health condition or that of a family member.

7.1 GENETIC INFORMATION

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that employees not provide any genetic information when responding to requests for medical information in connection with leaves of absence or the need for an accommodation relating to any disability or medical condition.

Genetic information as defined by GINA includes:

- Individual's family medical history;
- The results of an individual's or family member's genetic tests;
- The fact that an individual or an individual's family member sought or receive genetic services; and
- Genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

7.2 PERSONAL LEAVE

Those who have been employed twelve months may, at the discretion of management, be granted an unpaid leave of absence for reasons other than those mandated by state or federal law, as discussed below, provided there are good and sufficient reasons. Personal leave will not be granted to work at another job.

A request for personal leave of absence must be made and granted, in writing. An employee may not use personal leave of more than 60 days in any one-year period of time. Authorized personal leave is necessary to cover absence for any reason in excess of five working days. This is not to be construed as relieving any employee of reporting their absence immediately.

Approval of a request for personal leave is not guaranteed. The Company will evaluate any request for personal leave of absence based on a combination of factors including, but not limited to:

- The reason for the request;
- The employee's length of service;
- The employee's work record and past performance;
- The position that the employee occupies (e.g. full-time, part-time, exempt, non-exempt);
- The length of time off that is requested;
- Any prior leaves granted to the employee; and
- The potential disruption or inconvenience that could be caused to the employer or co-workers if the request is granted.

For those employees receiving group health benefits, the Company does not pay group health premiums during a personal leave of absence exceeding 30 days. An employee whose personal leave exceeds 30 days may elect coverage under COBRA.

An employee who fails to report for work the first day scheduled after the end of an approved leave, shall be deemed to have voluntarily resigned. Any employee who does not return to work is eligible for continued insurance coverage under COBRA.

7.3 UNPAID FAMILY AND MEDICAL LEAVE AND EMERGENCY MILITARY LEAVE

The Company will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although federal (Family Medical Leave Act or “FMLA”) and state laws (California Family Rights Act or “CFRA”) have different names, we refer to these types of leaves collectively as “family or medical leave” (“FML”). If and where the laws differ, the federal law will be referred to as “FMLA” in this handbook and California’s law as “CFRA.” No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under either law.

Employees should contact the General Manager as soon as they become aware of the need for FML. The following is a summary of the relevant provisions. At the time of an employee’s request, they will be provided additional documentation on requirements for FML under state and federal law.

7.3.1 Eligibility

To qualify for FML leave, an employee must: (1) have been employed by the Company for at least 12 months or more at the time FML is set to start; and (2) worked at least 1,250 hours in the last 12 months.

If eligible, employees may take up to 12 or 26 weeks of family or medical leave, whichever is applicable (as explained below), within the relevant 12-month period defined below. While an employee is on FML leave, the Company will maintain their group health insurance coverage at the same level and under the same circumstances as when they were actively working, as explained more fully under the section titled, “Medical and Other Benefits.” Upon returning from approved FML leave, employees have the right to be restored to the same job or an equivalent position, subject to the terms, limitations, and exceptions provided by law.

7.3.2 Leave Entitlements

Employees may take up to 12 weeks of unpaid FML leave in a 12-month period (Leave time for qualifying military exigencies may have restricted amounts of leave depending on the reason for its use, see the descriptions below). If the Company has 50 or more employees, FMLA includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. The Company uses a “rolling” method to determine the 12 month period, that is measured backward from the date an employee’s use of FML for any of the following reasons:

- The birth of a child and in order to care for that child, including bonding time (leave to be completed within one year of the child’s birth);
- The placement of a child for adoption or foster care and in order to care for the newly placed child (leave to be completed within one year of the child’s placement);

- To care for a family members, including child (including adult children under CFRA, and also adoptive, step or foster children, legal ward, or any other individual who the employee stands in loco parentis), parent (including parents in law , if CFRA is amended to include such, and also adoptive, step or foster parent, legal guardians, or any other individual who stood in loco parentis), spouse, domestic partner, grandparent (under CFRA only), grandchild (under CFRA only), or sibling (under CFRA only), who has a serious health condition;
- To care for the employee's own serious health condition, which renders them unable to perform any of the essential functions of their position (under FMLA but not CFRA, "serious health condition" includes disabilities related to pregnancy and childbirth. Time off due to a pregnancy, childbirth, and related medical conditions does not count against CFRA, as explained below); or
- A qualifying "military exigency" as defined in 29 CFR section 825.126) of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

Under FMLA (but not CFRA), employees may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that an employee takes FMLA leave to care for a spouse, child, parent, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as military caregiver leave).

In order to qualify for FMLA/CFRA leave to address a military "exigency," the employee's spouse (and domestic partner as applicable), child, or parent must be an active or retired member of the Armed Forces, Reserves, or National Guard. In addition, the soldier must be on covered active duty in a foreign country, have been notified of an impending call to covered active duty to a foreign country, or ordered to covered active duty to a foreign country as defined by the regulations. A military exigency means one of the following, as more fully set forth at federal 29 CFR 825.126 and/or the California Unemployment Code section 3302.2, which arises and/or is necessitated due to the soldier's covered active duty or call to covered active duty status:

- (a) Short-Notice Deployment. To address any issue that arises from the fact that a soldier is notified of an impending call or order to covered active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the soldier is notified of the impending call or order to covered active duty.
- (b) Military Events and Related Activities. To attend any official ceremony, program, or event sponsored by the military; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
- (c) Childcare and School Activities. To provide urgent, immediate temporary childcare, or to arrange for alternative childcare, or to enroll a child in or transfer a child to a new school or day care facility, or to attend meetings with staff at a school or a day care facility regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors,

etc., all for the soldier's minor-aged biological, adopted, or foster child, stepchild, legal ward, or adult disabled dependent child, or child from whom the soldier stands in loco parentis.

(d) Financial and Legal Arrangements. To make or update financial or legal arrangements to address the soldier's absence while on duty, such as creating powers of attorney, transferring Company account signature authority, enrolling in DEERS, obtaining military identification cards, creating a will or living trust, and acting as the soldier's representative before a governmental agency regarding military service benefits while the soldier is on duty and for a period of 90 days following the termination of the soldier's covered active duty status.

(e) Counseling. To attend counseling for the soldier, the soldier's child, stepchild, legal ward, or adult disabled dependent child.

(f) Rest and Recuperation. To spend time with a soldier who is on short-term, temporary, rest, and recuperation leave during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.

(g) Post-Deployment Activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the soldier's covered active duty status; and to address issues that arise from the death of a soldier, such as meeting and recovering the body of the soldier and making funeral arrangements.

(h) Parental Care. To provide care on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) or to arrange for alternative care for a parent of the soldier when the parent is incapable of self-care; or admit to or transfer the parent to a care facility or to attend meetings with staff at a care facility, such as meetings with hospice or social service providers.

(i) Additional Activities. To address other events which arise out of the soldier's covered active duty or call to covered active duty status provided that the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

The Company will not interfere with employees' FML rights or retaliate against someone for using or trying to use FML, opposing any practice made unlawful under CFRA or FMLA, or being involved in an proceeding under related to CFRA or FMLA. An employee may file a complaint with the federal U.S. Department of Labor, the California Department of Fair Employment and Housing, or may bring a private lawsuit against an employer for violating the employee's right to use FMLA/CFRA. FMLA/CFRA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

7.3.3 Notice and Certification Requirements

Employees are required to give advance notice of their need for FML whenever such need is foreseeable. The notice should describe the reason for the requested leave, the anticipated duration of the leave, and the anticipated date the leave will begin. Employees ordinarily must

provide at least 30 days advance notice in writing to their manager. If the leave is not foreseeable, at least 30 days in advance, the employee must give as much advance notice as is practicable. All employees requesting FML leave will be asked (and given assistance, if needed) to complete a written FMLA/CFRA request form. All leaves must be approved by the General Manager.

When an employee requests FMLA/CFRA, a notice will be provided to the employee within five business days specifying (1) whether or not the employee is eligible for the leave; (2) whether or not the leave will be designated as FMLA/CFRA leave; (3) how much leave is available; (4) the reason the employee is not eligible for leave, if such is the case; (5) any additional information the employee must provide; and (6) the employees' rights and responsibilities under FMLA/CFRA. If leave is granted, the notice will state that reinstatement to the same or a comparable position upon the termination of the leave is guaranteed as specified by law.

Any employee requesting FML leave due to a medical condition must submit proper certification from a health care provider verifying the need for the leave. The certification does not have to include a medical diagnosis. Likewise, proper certification of the need for leave must be provided for military exigency leave as allowed by law. The certification must be provided within 15 days from the employee's receipt of the FMLA/CFRA eligibility/non-eligibility notice, unless more time is needed to obtain the certification under the particular circumstances despite the employee's good faith efforts. The certification must be on the form provided by the Company, or, if any other form is used, contain the information requested on a Company-provided form. The Company reserves the right to request that an employee provide reasonable verification of the qualifying family relationship if and as allowed by FMLA and/or CFRA. The Company reserves the right to contact the health care provider or other relevant third party to verify the authenticity of a certification. Failure to provide a satisfactory certification may result in the denial or postponement of a leave. Falsifying a certification or obtaining certification under false pretenses will result in discipline up to and including termination of employment. If no certification is provided, the leave will not be FMLA and/or CFRA leave and the employee will have no job protection under FMLA and/or CFRA as applicable.

The employee shall keep the Company informed of the employee's work status at all times. The employee shall immediately submit all health care provider certificates which extend or shorten the FMLA/CFRA leave outside what was originally projected.

An employee must coordinate a return to work from an FMLA/CFRA leave with their manager. Employees who take leaves because of their own serious health conditions must provide medical certifications verifying that they are able to return to work in the same manner as employees who return from other types of medical leaves. Except where a different result is authorized by law, employees who are granted leaves under this policy will be guaranteed reemployment at the conclusion of an approved leave, provided that the total period of the leave does not exceed 12 weeks or, in the case of a leave to care for a covered service member, 26 weeks.

7.3.4 Compensation during Leave

FML leave is unpaid. However, depending on the reason for the leave, employees may be eligible for SDI or Paid Family Leave benefits.

To the extent allowed by law, an employee who takes FML leave is required to simultaneously use all available vacation. Sick leave may be used at the option of the employee to the extent the absence would qualify for sick leave use under the sick leave policy. If sick leave is applicable, and if the employee wants to use sick leave, then sick leave will be used first, and then vacation. However, if the employee is receiving wage replacement benefits from workers' compensation insurance, government-provided disability or leave program (such as SDI or Paid Family Leave), or a private disability insurance policy while on FML, the Company will not require the use of Company-provided paid leave, but will, at the employee's option and to the extent allowed by law, coordinate the payment of Company-provided paid leave with the other wage replacement benefits so that the employee will receive up to a full day's wages for time missed from work for as long as possible.

The substitution of paid leave time for unpaid FML leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FML leave period. In no case can the substitution of paid leave time for unpaid leave time result in the employees receipt of more than 100% of their salary. If an employee is receiving government provided benefits, such as SDI or Paid Family Leave, use of paid sick leave or vacation leave will be integrated with those benefits if the employee elects to do so.

The Company will maintain an employee's health benefits as if they continued to be actively employed. If paid leave is substituted for unpaid FML leave, the Company will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's leave is unpaid, the employee must pay their portion of the premium each month. An employee's health care coverage will cease if the premium payment is more than 30 days late. If an employee's payment is more than 15 days late, we will send the employee a letter to this effect. If we do not receive the employee's premium payment within 15 days after the date of the letter, the employee's coverage may cease. In some circumstances employees will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during their unpaid leave.

7.3.5 Intermittent and Reduced Leave Schedule

If medically necessary, FML leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours the employee works per workweek or workday). FML leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service. Intermittent leave is not intended to cover or permit sporadic, unscheduled absences. Employees also may be eligible for certain intermittent leave for birth or placement of a child ("bonding" leave). The minimum duration of bonding leave is two weeks. However, the Company will grant a request for a leave of less than two weeks' duration for bonding on any two occasions.

The Company may temporarily transfer an employee who is on an intermittent or reduced leave schedule based on planned medical treatment to an available alternative position that better accommodates the recurring leave and has equivalent pay and benefits. For salaried employees, if leave is unpaid, the Company may reduce the weekly salary based on the amount of time actually worked unless otherwise prohibited by law or doing so would cause the employee to lose exempt status

7.4 PREGNANCY DISABILITY LEAVE

Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.

For purposes of this policy, an employee is disabled when, in the opinion of a healthcare provider, the employee cannot work at all or is unable to perform any one or more of the essential functions of her job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if the employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Leave Available

If an employee is disabled due to pregnancy, childbirth, or related medical condition, she may take up to a maximum of four months (88 workdays) leave. The leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months.

Notice and Certification Requirements

To be approved for a pregnancy disability leave of absence or other reasonable accommodation, an employee must:

- Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable.
- Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable.
- Provide a signed medical certification from their health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation.

The Company may require the employee to provide a new certification if she requests an extension of time for the leave, transfer or other accommodation.

Reinstatement

If the employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if she notifies the Company that she is able to return on that date. If the length of the leave of absence has not been established, or if it differs from the original agreement, the employee will be returned to work within two business days, where feasible, after she notifies us of her readiness to return.

Before the employee will be allowed to return to work in her regular job following a leave of absence, she may be required to provide a certification from her health care provider that she can perform safely all of the essential duties of the position, with or without reasonable accommodation. If the employee does not provide such a release prior to or upon reporting for work, she may be sent home until a release is provided. This time before the release is provided will be unpaid.

The employee will be returned to the same or a comparable position upon the conclusion of the pregnancy disability leave of absence. If the same position is not available on the employee's scheduled return date, the Company will provide the employee a comparable position for which she is qualified. However, the employee will not be entitled to any greater right to reinstatement than if she had not taken the leave.

An employee returning from pregnancy disability leave who has work-related restrictions or limitations because of a physical or mental condition should notify the Company.

7.5 WORKERS' COMPENSATION DISABILITY LEAVE

When necessary, the Company will grant workers' compensation disability leave to those employees with occupational illnesses or injuries in accordance with state law.

Notice and Certification Requirements

Employees must promptly report all accidents, injuries and illnesses no matter how small to a supervisor. Employees are expected to review the Workers' Compensation pamphlet and information that was provided to them at the time of hire for further information regarding how to get emergency medical treatment, if needed, the kinds of events, injuries and illnesses covered by workers' compensation, the right to receive medical care, etc.

Reinstatement and Prohibition Against Discrimination

Upon the submission of a medical certification that the employee is able to return to work, we will offer the employee the same position held at the time of leaving, unless the job no longer exists, the job has been filled in order to avoid undermining the Company's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities upon return.

If an employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine the Company's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities. If an employee is returning from workers' compensation disability leave and unable to perform the essential functions of the job because of a physical or mental condition, the Company's obligations to the employee may be governed by the Americans with Disabilities Act or the Fair Employment and Housing Act.

Leave taken under this policy will not affect an employee's right to any other benefits. There shall be no discrimination against workers who are injured in the course and scope of their employment. The Company prohibits anyone from discharging, threatening to discharge, or in

7.13 MILITARY LEAVE AND MILITARY SPOUSAL LEAVE

Any employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or Naval Militia is entitled to a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity as such member. This leave is limited to 17 days per year, including time involved in going to and returning from such duty.

Employees who are married to a person in the military that has been deployed during a time of military conflict will be allowed to take up to 10 days of unpaid leave during a period in which their spouse is on leave from deployment.

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees should request this leave in writing within two business days of receiving official notice that their spouse will be on leave.

7.14 TIME OFF TO VOTE

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give their supervisor at least two days' notice.

8. COMPANY PROVIDED BENEFITS

8.1 PAID VACATION

Paid vacations are granted to regular full-time employees only, in recognition of continuous service with the intent that the employee may enjoy a period of rest and relaxation. Regular employees begin to accrue vacation upon the first day of work, however, vacation time may not be used until the 90th day of employment. Vacation is accrued each pay period while the employee is actively employed with an average of 32 hours of work per week. Vacation is earned and paid at the employee's straight-time hourly rate of pay. The straight-time rate of pay for vacation of a salaried employee is determined by dividing the employee's annual salary by 2080. Eligible full-time dairy employees will receive paid vacation benefits according to the schedule below:

Years of Employment	Annual Vacation Accrual	Maximum Vacation Accrual
Hire to end of second year	48 hours	72 hours
3 - 9	96 hours	144 hours
10 +	144 hours	216 hours

Any vacation accrued but unused at the end of the year will be carried forward into the next calendar year until the maximum vacation accrual is reached at a cap of 1.5 times the annual accrual rate, after which no further vacation time will accrue until some vacation time is used. Vacation time does not accrue during any pay period in which the employee performs no work.

After one year of service, employees become eligible to cash out accrued vacation. Any cash out of accrued vacation is limited to (1) once every 12 months, and (2) one-half of the available accrued paid vacation balance. Employees on an unpaid suspension due to disciplinary action may not cash out vacation nor apply accrued vacation towards the time off work.

Having available paid vacation time does not guarantee days off work. To request vacation leave, employees must submit a request in writing to their manager. Vacation requests should be submitted as far in advance as possible, but no later than two weeks in advance. Requests for paid vacation must be approved by the employee's manager before vacation benefits will be paid. The business operational needs of each department, along with the seniority of the employees in the department are factors that will be considered in granting vacation time. Management reserves the right to schedule an employee to take vacation time off as business necessitates.

The Company shall automatically apply available paid vacation hours if an employee misses work for personal reasons, medical or other appointments once Paid Sick Leave is exhausted, or if the employee elects not to use available paid sick leave to cover the absence. An employee will be required to use available paid vacation leave to cover time off for other types of leaves of absence as stated in this Handbook and as permitted by law. Vacation shall be taken in increments of no less than 2 hours at a time.

Unused vacation time will be paid out upon an employee's separation from employment with the Company at the employee's final straight-time rate of pay.

8.2 PAID SICK LEAVE

On the 90th day of employment and every January 1 thereafter, employees are frontloaded 3 days or 24 hours of paid sick leave to use in each calendar year. Paid sick leave does not accrue or carry over; but instead, automatically replenishes at 3 days or 24 hours on January 1. Any unused sick leave at year end will be paid out to the employee on the second payroll check of the next calendar year.

Employees may decide how much paid sick leave to use, however, paid sick leave must be taken in a minimum increment of two hours. Paid sick leave is paid at the employee's regular rate of pay.

The amount of paid sick leave available is shown on each employee's wage statement. When calling off work for a sick leave qualifying purpose, employees are not required to disclose any diagnosis of treatment, but should report to their manager that any absence is for a sick leave qualifying purpose. If an employee is requesting paid sick time and the need is foreseeable, employees must provide reasonable advance notice, preferable prior to the start of the scheduled shift as stated in the Punctuality & Attendance Policy. If the use of paid sick time is unforeseeable,

an employee must provide notice to the manager of the need to use paid sick time as soon as practicable. In the event an employee wishes to use paid sick time for emergency purposes, the employee must advise their manager as soon as the need to take time off arises, or at the earliest time possible, in order for their manager to arrange for adequate coverage.

An employee can use paid sick leave for the employee or the employee's family member (defined below) for injury or illness or preventative care, or for victims of domestic violence, sexual assault or stalking for the purposes described in section 230(c) and 230.1(a) of the California Labor Code including: to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, bereavement, to help ensure the health, safety, or welfare of the employee or their child; seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; or participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Time off for medical and dental appointments will be treated as sick leave. Rest, recreation or personal business will not qualify for sick leave.

Upon separation of employment, any accrued and unused sick leave will not be paid out. However, all accrued and unused sick leave of an employee who is terminated (whether voluntarily or involuntarily) and rehired within one year will be reinstated in full upon rehire and time worked will be counted towards the 90 day waiting period.

"Family member" means any of the following:

1. A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
3. A spouse.
4. A registered domestic partner or such domestic partner's child.
5. A grandparent.
6. A grandchild.
7. A sibling.

The Company prohibits discrimination or retaliation against employees who request or use paid sick leave for authorized circumstances protected by law or for making a complaint or informing a person about a suspected violation of the law relating to paid sick leave. Employees must use paid sick leave only for purposes authorized by this policy and the law. Fraud or dishonesty in the use of paid sick leave will not be tolerated. The Company will conduct an investigation upon a good faith suspicion that an employee is dishonest in the exercise of paid sick leave. A good faith suspicion may be established by a pattern of absences (e.g., absences only occur on Mondays or Fridays, absence on a date the employee requested to take off for non-sick leave purpose which

about current or former employees of the Company. The Company will keep personnel records confidential. However, there are certain times when information may be given to persons outside of the Company. These include:

1. Responses to subpoenas, court orders, or orders of administrative agencies;
2. In a lawsuit in which you or the Company are parties and the proper legal processes are followed to obtain the documents;
3. To administer employee benefit plans; and
4. To a health care provider.

11. GRIEVANCE PROCEDURE

11.1 OPEN DOOR POLICY

From time to time employees may have a complaint or concern about their job, schedule, working conditions or behavior of others. The Company has an Open Door Policy that allows employees to talk to their immediate supervisor or to a higher level of management about these complaints or concerns without fear of retaliation. Employees are free to raise any complaints or concerns regarding employment or the workplace, to any level of management at any time. While not required, employees should first try to resolve any problems by notifying their immediate supervisor since that person may already be aware of the specific problem and offer facts or perspective that may be most helpful to address and resolve the issue.

In the following instances, employees should make a report to the Human Resources Department without first meeting with any other level of management:

1. Suspicion that a federal or state law is being violated or is about to be violated.
2. Knowledge of a safety hazard that threatens the health of an employee or other person connected to the company.
3. Any grievance that directly involves a department manager and the employee believes that the department manager may not be able to address the situation objectively.

The Company believes that employee concerns are best addressed through informal and open communication. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

12. CONFIDENTIALITY AND CONFLICTS OF INTEREST

12.1 CONFIDENTIALITY AND NON-DISCLOSURE POLICY

All information concerning the Company, its growers, buyers and any other business partner is considered strictly confidential and is to be used for the Company's purposes only. The use of any such information for personal, familial, or other gain is unethical and illegal.

- A description of the substance's boiling point and melting point; vapor pressure, vapor density, and evaporation rate; solubility in water and specific gravity; and normal appearance and odor.
- The flash point, flammability levels, type of equipment needed to put out a fire, and special fire-fighting procedure to follow.
- What happens if the substance is combined with other chemicals, air, or water, and what conditions to avoid.
- Possible health hazards, signs and symptoms of exposure, medical conditions generally aggravated by exposure, and emergency and first aid procedures.
- What to do in case of a spill, leak, or any accidental release; waste disposal method; and precautions to be taken in handling and storing.
- Type of protective equipment and safe work practices to be used and followed when working with the substance.

Employees are encouraged to review SDS before starting any job using a hazardous material with which they are not familiar. Read labels and the SDS carefully, follow warnings and instructions. Use the correct protective clothing and equipment when directed, learn emergency procedures, and practice safe work habits.

Any employee with questions about a hazardous material may ask a supervisor for a complete explanation. Failure to comply with the requirements of the SDS may result in disciplinary action and/or including immediate discharge.

This description of the hazard communications standards is provided as a summary only. Full details, including a list of the hazardous materials known to be used in this organization, are contained in the official Hazard Communications Program. The SDS binder is located in the office.

14.4 DRESS AND HYGIENE

Employees must maintain a professional appearance at all times while on the Company's premises or while off premises on Company business. An employee who is inappropriately dressed or groomed will be sent home to achieve an acceptable appearance. In such cases the employee will not be compensated for the time away from work. Managers will instruct employees as to any department-specific guidelines. The following is an overview of the Company's policy on dress and grooming standards.

- No undergarments may be visible.
- Facial hair is permitted so long as it is neatly trimmed.
- No loose clothing or jewelry of any kind may be worn while working around machinery, equipment, or animals.
- Employees with hair longer than shoulder length must wear their hair up while working around machinery or equipment or while milking.
- Proper footwear is required.

- T-shirts are acceptable so long as they contain no offensive or explicit graphics or words.

The Company requires employees to wear any necessary personal protective equipment to minimize exposure to hazards that may cause serious workplace injuries and illnesses this may include as gloves, safety glasses, ear plugs, face shields. The Company will train each worker required to use personal protective equipment on its use, necessity and limitations and we will provide any required personal protective equipment to employees at no cost to them. Employees must don and doff protective gear while on the clock.

Uniforms are not required for any position during the first 90 days of employment. The Company will provide uniforms at no cost to employees by the 90th day of employment. Once uniforms are issued, they must be worn by employ. The Company offers a uniform service whereby it will pay for the uniforms and a cleaning service for the uniforms. All uniforms from the previous week must be in the basket to be laundered on pick up day no later than 8:00 a.m. Employees shall be responsible for the cost incurred by the Company for any uniform not returned by the employee upon separation of employment.

14.5 POLICY PROHIBITING ANIMAL ABUSE

The Company requires all animals to be treated humanely and maintains a zero tolerance policy for willful or intentional animal abuse. If any employee of the Company witnesses another employee willfully or intentionally abusing an animal, they must immediately report it to a manager. Failure to report animal abuse will lead to disciplinary action for the witness along with the offending employee. Keep in mind that surveillance cameras are in the barn area and may be monitored to ensure compliance with this policy.

Employees must not engage in any act outside of normally accepted production practices that intentionally cause pain and suffering to the animals. Employees should be aware that cows are sensitive to loud noise and other sudden changes in their environment, and conduct themselves accordingly.

Milkers are responsible for recognizing the signs and symptoms of mastitis and other animal diseases. If such signs and symptoms appear, the milker must report the problem immediately to a manager so the ill animal can receive the appropriate treatment and be removed from production when necessary.

Any employee that overdrives, overloads, tortures, beats or intentionally injures, maims, mutilates or kills any animal, or deprives any animal of necessary sustenance, food or drink or in any way furthers any act of cruelty to any animal is considered an animal abuser and their employment with the Company will be terminated.

14.6 WORKPLACE VIOLENCE POLICY

We recognize that workplace violence is a concern among employers and employees across the country. The Company is committed to providing a safe, violence-free workplace. In this regard, we strictly prohibits employees, customers, visitors, or anyone else on Company premises or engaging in a Company-related activity from behaving in a violent or threatening manner in the workplace. Moreover, the Company seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

shade) when needed to protect themselves from overheating. These preventative cool-down rests are paid time and are available to all workers.

Please refer to the Company's Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

15. SEPARATION FROM EMPLOYMENT

15.1 FINAL PAYCHECK

Employees will receive their final paychecks within the time required by law. For employees who resign with at least 72 hours' notice, their final paychecks will be provided on their last day of work. Employees who resign without at least 72 hours' notice will receive their final paycheck within 72 hours of their resignation. An employee who gives less than 72 hours' notice is entitled to receive the final wage payment by mail, if the employee so requests and designates a mailing address.

Employees who are terminated involuntarily will be provided their final paychecks on their last day of work.

Employees must return all the Company property, such as keys, memorandum, mobile phones, tablets, laptops, documents and grower/buyer information on the last day of work. The Company may take legal action to recover any property that is not returned.

15.2 REFERENCE REQUESTS

Only the Human Resources Manager or a the Company executive is authorized to provide information of any kind regarding current or former employees. Information requested includes, but is not limited to, request for verifications of employment, employment references, and requests for references or comments regarding performance from any outside agency, firm, person, or organization. Such requests are to be forwarded to the Human Resources Department.

A violation of this policy is a serious breach of employee confidentiality. If the Company receives an inquiry by prospective employers concerning any present or past employee of the Company, it will only confirm the dates of employment and position held.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I hereby acknowledge receipt of the Employee Handbook for California Dairy Farms, I further acknowledge that I am required to read the provisions of the Employee Handbook and agree to comply with its contents and the procedures contained therein. I understand that except for the employment at-will policy, all policies or practices can be changed at any time, for any reason, by the Company.

I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify or delete the rules, regulations, procedures and benefits contained in the Handbook at any time with or without notice. No statement or representation by any person other than an owner can supplement or modify this Handbook. Changes can only be made if approved in writing by an owner. I also understand that any delay or failure by the Company to enforce any rule, regulation or procedure contained in the Handbook will not constitute a waiver of its right to do so in the future.

I understand that neither this Handbook nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an owner, I am employed at-will and nothing else can change my at-will employment status.

Employee Name: _____

Signature: _____ Date: _____

ACKNOWLEDGMENT OF PROHIBITION OF OFF-THE-CLOCK WORK

All non-exempt employees have a duty and responsibility to accurately track all time spent working for the Company using the electronic time keeping system. I understand that I must not perform any work off-the-clock; this includes pre- and post-shift activities, during meal periods and rest breaks, time attending meetings, as well as responding to or reading work-related e-mails or text messages from home, or outside normal business hours. I understand that if I perform work off-the-clock (including pre and post-shift activities related to Company business), I must immediately report the time worked to my manager so that all time can be properly recorded.

I understand that if I perform work off-the-clock without reporting the time worked to the Company and the Company learns of such off-the-clock work, I will be paid for time worked but will be subject to discipline up to and including termination. I understand that any supervisor or manager who directs or knowingly permits an employee to perform work off-the-clock will be subject to discipline up to and including termination.

I am expected to and will accurately record the start and end times of my shifts and meal periods. I understand that altering, falsifying or tampering with time records or recording time on another employee's time card is prohibited and subject to disciplinary action up to and including termination of employment.

Employee Name: _____

Signature: _____

Date: _____

ACKNOWLEDGMENT AND ELECTION OF MEAL PERIOD WAIVER

I understand that California Dairy Farms ("the Company") provides me with the opportunity to take a 35-minute, uninterrupted meal period for every five hours of work in a single workday, before completion of the fifth hour of work. I further understand that employees who work six or fewer hours in any given workday may waive the opportunity to receive the first meal period and employees who work more than ten but not more than twelve hours may waive the opportunity to receive a second meal period, but only if the first meal period was taken.

I understand and acknowledge that the Company encourages me to take meal periods and rest breaks in accordance with the Meal Period and Rest Break Policy's timing, duration and frequency rules as stated in the Employee Handbook.

I understand that I may change my election at any time by completing a new version of this Acknowledgment form. I also understand that if on any particular day I desire to take a meal period despite my having signed this waiver, I may do so. If I do not revoke this waiver and do not record a meal period that may be waived as described above, I understand that the Company will assume that I waived the meal period and I will not receive a premium wage unless I report any inability to take a meal period.

I have read this document as well as the Meal Period and Rest Break Policy set forth in the Employee Handbook, and I understand my right to have a 35-minute off duty meal period for every five hours of work in a workday. Being fully informed of my entitlement to off-duty meal periods, I elect and agree to the following in regards to meal period waivers:

First Meal Period [initial one]:

_____ I voluntarily waive the opportunity to receive a meal period on any workday when my total hours worked is more than five but not more than six hours.

_____ I do not wish to waive my opportunity to receive a meal period on any workday when my total hours worked is more than five but not more than six hours.

Second Meal Period [initial one]:

_____ I voluntarily waive the opportunity to receive a second meal period on any workday when my total hours worked is more than ten but not more than twelve and I have actually taken my first meal period.

_____ I do not wish to waive the opportunity to receive a second meal period on any workday when my total hours worked is more than ten but not more than twelve and I have actually taken my first meal period.

I MAKE THE ABOVE ELECTION VOLUNTARILY, FREE FROM ANY COERCION OR INFLUENCE BY THE COMPANY. I UNDERSTAND THAT I WILL NOT FACE DISCIPLINARY ACTION IF I ELECT TO DECLINE EITHER WAIVER ABOVE AND EXERCISE MY RIGHT TO MEAL PERIODS.

Print Name

Signature

Date

ACKNOWLEDGMENT RE EMPLOYER PROVIDED TOOLS

I acknowledge and understand that as a matter of law and Company policy, California Dairy Farms is required to both provide me with all of the tools and equipment necessary to perform my job and to maintain the tools and equipment, at no cost to me. I understand that the Company is also required to and will provide at no cost to me, any protective equipment and safety devices or tools regulated by the Occupational Safety and Health Standards Board. I agree to immediately report to my supervisor any loss of, damage to, or other need to replace company-issued tools and equipment.

I understand and acknowledge that I am not required, expected nor encouraged by the Company to use my own tools or equipment. By signing below I acknowledge and agree that if I choose to use my own personal tools or equipment to perform my job, such use is entirely voluntary on my part and my personal choice free from coercion or influence of the Company. If at any time I feel that I have been pressured or required to use my personal tools or equipment to perform my job, I agree to immediately make a report to a supervisor.

Employee Name: _____

Signature: _____

Date: _____

CALIFORNIA DAIRY FARMS, LLC

2022 EMPLOYEE HANDBOOK

WELCOME

We welcome you to California Dairy Farms, LLC. We have engaged HR Mobile Services, Inc. as an independent third-party to consult and help us administer our human resource responsibilities. If you have a problem while employed by our company, we have a procedure in place to help you resolve any issues. First, in any situation including payroll questions, harassment, or work responsibilities, you should contact your immediate supervisor. Your second step would be to contact the office or owner. You must provide documentation or other clear examples of the situation. This may also require you to make a written statement for certain issues involving other employees. Finally, you may contact **HR Mobile Services, Inc. at 559-625-2322 or 1-877-734-7677** with your concerns. We will take down your information and try to respond within 5 business days. You must provide us with reliable contact information for responses. By following these steps, we hope to resolve most issues quickly so that all parties feel their concerns were addressed.

Direct any problem about employment status, pay, or working environment to your supervisor. Discuss with your employer any issue you cannot resolve with your supervisor.

ABOUT THIS HANDBOOK

This handbook is provided as a summary of the policies and laws that govern employment while working for our company (district if appropriate). In any instance where a free-standing documents or policies that you have read and signed is in substantial disagreement with any general statements in this handbook, the individually signed policy will be the prevailing document for legal purposes. If you have any questions regarding information provided in this handbook, please contact your office or **HR Mobile Services, Inc. at 559-625-2322 or 1-877-734-7677** for clarification.

Please read and familiarize yourself with the contents of this handbook. The policies described herein are guidelines reflecting current policies that are not intended to create a contract between you and the company. No Supervisor or Manager has any authority to enter into a contract of employment—express or implied—with any employee. Only the owner or authorized agent of the company; has authority to enter an employment written agreement. Any binding commitments regarding your employment must be in writing and signed by the owner or their authorized agent. The Company reserves the right to change and delete any policy, practice, or benefit (including benefits for which an employee is eligible but not yet entitled to be paid) at any time: with or without notice, except for its policy of employment at-will. All employees will be informed of any changes made to the handbook or other applicable policies and all changes will be distributed to the employees in writing. No verbal statements or representations can in any way alter the provisions of this handbook or make any agreement for employment other than at-will. **In all cases, the English version is the true and correct version.**

Remaining in employment after being notified means you agree to the change.

This handbook cancels and replaces all prior company personnel policies, practices, and guidelines that pertain to its subject matter.

EMPLOYMENT IS “AT-WILL”

Regardless of other existing agreements or contracts, the at-will policy remains in effect. All employment is “at-will”; meaning, that both employees and the company have the right to terminate employment at any time, with or without advance notice, and with or without cause. Employees may also be demoted or disciplined, and the terms of their employment may be altered at any time, with or without cause, at the discretion of the company.

Neither a manager or employee of the company has authority to enter an agreement of employment for any specified period of time, nor make an agreement for employment other than at-will. With the exception of the Owner/President of the company; whom must create a written agreement.

EMPLOYMENT OF RELATIVES AND FRIENDS

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at the Company. It is your obligation to inform the company of any such potential so the Company can determine how best to respond to the particular situation

EMPLOYEE FILE

The Company must have certain personal information available at all times. Please notify your Supervisor at once whenever there is a change to your personal file such as; address change, phone number, name through marriage or otherwise, number of dependents, emergency contacts. It is your responsibility to make sure that the personal file is accurate and up to date.

In the event of an emergency, when the employee is at work. Family members should contact the office or management before contacting the employee.

RECORDS REQUEST

All request for records, including payroll or employee files must be made in writing. The company can make records available for viewing within 5 days, copies can be available within 14 days. If you request a copy of the contents in your file, you may be charged the actual cost of copying.

RETENTION OF RECORDS

The Company will securely retain all paper and electronic payroll records, employee files and personal employee data, following State and Federal guidelines. The files will be destroyed by shredding or electronic data deletion when they have reached maximum retention period requirements. If there are pending court proceedings, the Company may extend the retention requirements until the court process is completed.

PAYCHECK AND PAYSTUBS REVIEW

Please review your paychecks and paystubs when you receive them. If there are any errors, it is your responsibility to notify the owner or office immediately so they can investigate and ensure you are paid correctly. If the address on your stub or the deductions are not correct, please notify your office or payroll person immediately.

EQUAL EMPLOYMENT OPPORTUNITY

Job applicants and employees have an Equal Employment Opportunity in compliance with applicable laws prohibiting employment discrimination. Where required by law to do so, the company makes reasonable accommodation for the known physical or mental limitation of an otherwise qualified applicant or employee with a disability unless undue hardship would result. We reserve the right to set wages based on a seniority system, a merit system, a system that measures earnings by quantity or quality or production, or a differential based on a bona fide factor other than an individual's Protected Characteristic.

The company also complies with all state regulations regarding national origin and gender identity.

REASONABLE & RELIGIOUS ACCOMMODATION FOR DISABILITIES

The Company will make reasonable & religious accommodations for the known physical or mental disability or medical condition (including pregnancy) of an otherwise qualified applicant or employee that makes it difficult for the individual to perform a particular job or religious practice function unless undue hardship to The Company would result. An employee must not assume that The Company is aware of any disability the employee may have. If an applicant or employee requires a reasonable or religious accommodation in order to perform any function of his or her job, the individual must contact the General Manager. Any manager or supervisor who receives information about any employee's need for, or request for, a reasonable or religious accommodation must promptly communicate the information to the General Manager. Documentation from the individual's treating medical provider may be required to verify that the individual suffers from a disability or medical condition that requires a reasonable or religious accommodation or to determine what limitations or restrictions exist and whether a reasonable or religious accommodation is available.

Once notified of the need for a reasonable or religious accommodation, we will engage with the employee in an interactive process designed to identify the barriers that make it difficult for the individual to have an equal opportunity to perform job duties and determine possible accommodations, if any, that are available to allow the employee to continue working. A reasonable or religious accommodation may include making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities; job restructuring, part-time or modified work schedules; reassignment to a vacant position; acquisition or modification of equipment or devices; or a leave of absence. Certain accommodations like elimination of an essential job function or a change of supervisor are not reasonable and will not be provided. Employees are required to participate with management during all steps of the interactive process.

LACTATION

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. If possible, the break time should be taken concurrently with other break periods already provided. If this time does not run concurrently with normally scheduled rest periods, employees should clock out for this time and such time will be unpaid. The Company will also make a reasonable effort to provide the employee with the use of a room, or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their immediate supervisor if they are requesting time to express breast milk under this policy. The Company does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Discrimination on the basis of sex includes discrimination based on breastfeeding and related medical conditions and is unlawful.

ANTI-HARASSMENT

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant. As in sexual harassment, it is the effect of the behavior on the individual that is important. The Company considers the following types of behavior examples of bullying:

TYPES OF BULLYING	EXAMPLES
Verbal Bullying	Slandering, ridiculing, or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
Physical Bullying	Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
Gesture Bullying	Nonverbal threatening gestures; glances that can convey threatening messages.
Exclusion	Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising voice at an individual in public or in private.
- Using verbal or obscene gestures.
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Ignoring or interrupting an individual at meetings.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do their work (e.g., overloading, under loading, withholding information, assigning meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Inflicting menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Deliberately excluding an individual or isolating them from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse, or threats of abuse to an individual or an individual's property (defacing or marking up).

RETALIATION

Any retaliatory action or conduct taken by any person against a person who has sought relief through Anti-Discrimination, Anti-Harassment, Anti-Retaliation Policies is strictly prohibited and will be regarded as a violation of our Policy. Retaliation against any person(s) who reports a crime, brings a disciplinary complaint, pursues legal action, or participates in an investigation or is a witness in any investigation or proceeding is strictly prohibited and will not be tolerated. Disciplinary action can include warnings, suspension, or dismissal from your job.

PHYSICAL EXAMS AND ALCOHOL / DRUG TESTS

If the Company is uncertain about an employee's ability to perform the job safely, it may condition employment by requiring physical examinations and alcohol or drug testing at the time of hire; or in other appropriate circumstances. A physician or testing laboratory selected and paid by the company conducts the examination or test.

If you are under care of a treating physician at time of hire, you may be requested to submit a physician note showing limitations in relations to your job.

QUALIFICATIONS FOR WORK

If your job position requires you to have a certificate or license that may be renewed, it is your responsibility to keep it active. If your license or certificate is lapsed or revoked, you must notify your employer immediately so that they may be able to make temporary adjustments to your work. However, the employer may, at their discretion, suspend or terminate your employment if you fail to maintain your qualifications for your job.

If you have any questions please contact HR Mobile Services, Inc. at 559-625-2322 or 1-877-734-7677.

Revised 01/2022

Absences protected by law, including but not limited to leave under Paid Sick Leave, will not be counted against the employee.

Employees are not authorized to clock in and begin work more than 5 minutes before their shift is scheduled to start, unless directed to begin early by a supervisor. Employees should also leave within 5 minutes of clocking out. No employee should work overtime unless directed by a supervisor or in emergency situations.

The Company does not provide employees with transportation to or from work. You must have your own transportation, child-care and similar arrangements to ensure your regular attendance and prompt arrival at work.

REST PERIODS AND MEAL PERIODS

All employees are authorized, permitted, and encouraged to take meals and rest periods in accordance with the rules under Rest Periods and Meal Periods below.

Rest Periods: Each authorized rest period is to be taken as close to the middle of each work period. Authorized rest period time is counted as hours worked and is based on the total hours worked daily at the rate of 10 minutes' net rest time per 4 hours of work or major fraction thereof. Exception: No rest period is authorized for an employee whose total daily work time is less than 3 ½ hours.

You should take an uninterrupted rest break, or a net of 10-minutes as directed in the policy. You are responsible for complying with this policy. Your employer encourages these rest breaks, but they are not responsible to make you take them. If you are not being allowed to take your rest periods, it is your obligation to notify your employer so that they can rectify the situation for you or contact **HR Mobile Services, Inc. at 559-625-2322 or 1-877-734-7677**.

Meal Periods: Each authorized meal period is 30 minutes long and is to be taken after a work period of not more than 5 hours. Exception: Where a work period is no more than 6 hours and will complete the day's work, the meal period may be waived by mutual consent of the company and employee. Meal periods during which operations cease need not be recorded on the employee's time record. Otherwise, the starting and ending time of each authorized meal period must be recorded on an hourly employee's time record. It is your responsibility to sign in/out for start and end of shift and 30-minute meal breaks.

2nd Meal Periods: If you work more than 10 hours in a workday, you must be provided a second unpaid 30-minute meal period. If your total work hours for the workday are 12 hours or less, you may voluntarily waive the second meal period. If you work more than 12 hours or if you did not take your first meal period, you cannot waive this second meal period. This second meal period must begin before the end of the 10th hour of work.

RECORDING WORK TIME

It is your responsibility to record your work time 4 times a day or 6 times if you take a 2nd lunch, and to notify your supervisor immediately if you forget to record your time. Continued errors in your time sheets will result in disciplinary action up to and including termination if you demonstrate that you are not capable of doing this task on a daily basis.

RECOVERY PERIOD

A recovery period means a cool-down period and is offered to an employee to prevent heat illness. If heat illness prevention guidelines apply to your position, that information will be provided to you.

Employees shall be allowed and encouraged to take a cool-down rest in the shade for a period of no less than 5 minutes at a time when they feel the need to do so, to protect them from heat stress. Recovery periods shall be taken as required by law. Recovery periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off. The Company prohibits management or other employees from interrupting an employee who is on a recovery period.

EMPLOYEE CLASSIFICATION

The Company defines a Regular full-time employee as those who regularly work 75% of a normal and characteristic job. Regular part-time are only eligible for some of the benefits given to full-time employees. For insurance purposes only, less than 30 hours per week is considered part-time.

Generally temporary / seasonal employees are those employed for short-term assignments; periods of three months or fewer. However, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

Inactive employees who are on any type of leave of absence, work-related or non-work related, that exceeds one month will be placed on inactive status. During the time the employee is on inactive status, benefits will not be earned, and seniority will not continue to accrue.

All employees are considered full time unless told otherwise by the owner.

WORKERS' COMPENSATION INSURANCE

Your employer has engaged a worker's compensation company to provide medical services if you are injured on the job. Your rights are spelled out in the worker's compensation pamphlet given to you at time of hire.

For More Information: For free information about worker's compensation, contact the California Division of Workers' Compensation. Call (800) 736- 7401 for recorded information and the location of Information and Assistance Office.

Important: Immediately notify your supervisor of any work- related injury or illness. You will receive a notice of potential eligibility for benefits and a claim form on which you must describe the circumstances of the injury. You must complete and sign the form and return it to your supervisor.

Medical Care: All authorized medical expenses are fully covered. If you need medical care, you will be referred to a doctor within our Medical Provider Network (MPN). Should you still need care 30 days after reporting an injury and you desire to be treated by another physician, another physician within the MPN will be selected for you.

Discrimination: It is illegal to punish or fire you for having a work injury, illness, filing a claim, or testifying in another person's workers' compensation case.

Modified Duty: It is company policy to attempt to provide modified duty, if possible. However, modified duty may not be available in all cases. It is the employee's responsibility to immediately provide work status to their employer or supervisor. Failure to comply will result in disciplinary action.

WORKERS' COMPENSATION FRAUD

Anyone who knowingly makes a false or fraudulent representation (claim of an injury or illness) to obtain workers' compensation benefits is guilty of fraud. A person found guilty of this offense can be imprisoned in state prison for up to five years, be required to pay a fine of up to \$150,000 and/or be required to pay for any medical evaluation or treatment services. (California Insurance Code § 1871.4).

EMPLOYMENT BENEFITS

Social Security: Each pay period the company contributes an amount equal to that withheld from your wages towards social security coverage for future income.

Unemployment: The Company contributes a percentage of each payroll to the government for unemployment insurance. When employment ends, you may be eligible for unemployment insurance benefits.

State Disability Insurance & Paid Family Leave: State Disability Insurance and Paid Family Leave are state-required insurance programs paid by employees. Contributions qualify employees to receive partial salary benefits if disabled or unable to work due to an off-the-job injury or illness, to care for a child, spouse, parent, or domestic partner with a serious health condition, or to bond with a new child. Pamphlets covering these programs are available at time of hire and from the state Employment Development Department.

Maternity Leave: If you are disabled by pregnancy, childbirth or a related medical condition, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to a less strenuous or hazardous duties, if this transfer is medically advisable. The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical condition of up to four months (or 88 workdays for a full-time employee) per pregnancy. For more information, refer to the company Bulletin Boards/Clip Boards or your supervisor.

Health Insurance: If you are offered health insurance, please refer to the Company's Health Plan Summary. California Dairy Farms, LLC If you are not eligible for the company's health insurance or your company does not offer health insurance, you may obtain insurance for yourself and your family by contacting Covered California (800) 300-1506.

Sick Pay: All employees are eligible to use the sick pay benefits after 90 days of employment. Sick pay will be a minimum of 24 hours or more if your Wage Order allows more than 8 hours in a workweek.

By law, all employees are front loaded with 3 days of sick time upon hire based on their regular non-over-time work hours, provided they have worked in California for 30 or more days. Every year thereafter, employees will receive 3 days of paid sick leave on January 1st.

Unused sick leave does not carry over into the next year. However, as stated above, every employee will be front loaded with 3 days on January 1st.

Permitted Uses: Employees are allowed to use 3 days of paid sick time per year on the employee's verbal or written request for the following reasons:

For the employee's own qualifying need, or for that of a "family member," for:

ACCIDENT PREVENTION

The Company strives to prevent accidents and has a comprehensive program designed to prevent them. All jobs can be performed efficiently and safely if you follow all safety precautions. All employees are expected to participate in job and safety training sessions. Make accident prevention a part of your job!

CLOTHING, FOOTWEAR, AND EQUIPMENT

Wear clothing and footwear appropriate for the job function you are performing. If uniforms are provided by the employer, they are not designed for use outside the employer's premises and are not a substitute for personal attire. These uniforms should not be worn or carried off the premises without the approval of an employee's department head. All furnished uniform parts must be returned on the last day of work.

When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer.

GENERAL SANITATION

Drinking-water, hand washing, and toilet facilities are provided as required by law. To protect your health and that of others, follow these good hygiene practices:

- Use these facilities for drinking, hand washing, and elimination.
- Drink water frequently--especially on hot days and even if you are not thirsty.
- Urinate as frequently as necessary.
- Wash hands before and after using the toilet.
- Wash hands before eating or after smoking/vaping (if smoking/vaping is permitted).

EMPLOYEE TRANSPORTATION

Employees are responsible for their own transportation to and from work. Employees may enter into voluntary "car-pooling" arrangements with other non-management employees--that is, with employees who are not managers, supervisors, or forepersons. Management and other supervisory personnel, including any employee who directly or indirectly hires, fires, assigns work, evaluates employee performance or otherwise influences decisions about or affects employment status, may neither:

- Require, force on any employee to ride with any individual or in any vehicle when the employee is coming to or going from work.
- Transport any employee at any time, unless so authorized in writing by the president, owner or chief operations manager of the company.
- You must report any accident involving any company vehicle or company property that is not operating correctly.

A supervisor who is so authorized may neither receive nor request from any employee a fee for providing transportation. Any supervisor who is so authorized must: (1) carry adequate motor vehicle insurance; (2) possess the appropriate driver's license for the vehicle used; and (3) maintain the vehicle as required by law.

An employee who believes this policy is being violated should inform the president, owner, or chief operations manager about the concern.

MILEAGE REIMBURSEMENT

Employees who use their cars for business purposes must have current and adequate automobile/liability insurance coverage. Mileage will be reimbursed for the round-trip distance between the employee's work site and the location of the business function being attended. If employees depart from or return to their home instead of their work site, only the miles more than the normal daily commute can be claimed as an expense. Employees must document their travel on the Mileage Reimbursement Form.

PARTIES AND RECREATION

The Company does not require your attendance at parties, social get-togethers and recreational activities that it or a supervisor sponsors or hosts. Attendance is voluntary unless it is clearly expressed by the Company in writing that attendance is mandatory. It should be understood that your Worker's Compensation Insurance may not cover injuries received in such voluntary activities and the Company does not assume any responsibility or liability for any actions during the course of, or as a result of such activities.

EXHIBIT 8

TO

STATEMENT OF EVIDENCE

**EXCERPTS FROM DEPOSITION OF
PLAINTIFF JOSE T. MARTINEZ PAHUA
TAKEN ON MARCH 31, 2026**

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ARBITRATION

JOSE T. MARTINEZ PAHUA, GUSTAVO
PEREZ SERRANO,

Plaintiffs,

v.

Case No.

CALIFORNIA DAIRY FARMS LLC;
CALIFORNIA DAIRY FARMS GP; MATOS
DAIRY PROPERTIES, LLC; and DOES

24CV-01009

1 through 50, Inclusive,
Defendants.

DEPOSITION OF

JOSE T. MARTINEZ PAHUA

DATE: Tuesday, March 31, 2026

TIME: 10:06 a.m.

LOCATION: Remote Proceeding
Turlock, CA 95380

OFFICIATED BY: Niccole Shergill

JOB NO.: 7949832

1 Q Was there a time during your employment where
2 you did not have a company phone?

3 A At the milk place, they gave me one, but it
4 wasn't in the beginning. Then they gave me one, but it
5 was just to, like, let the supervisor know, but it was
6 very rare.

7 MS. CUSIMANO: I think he's saying
8 "dairy"; not "milk place."

9 THE INTERPRETER: Okay; dairy.

10 BY MS. CUSIMANO:

11 Q Did you ever use your personal phone to
12 communicate for work?

13 A No.

14 Q When were you first hired by CDF?

15 A October 2018.

16 Q For what position were you hired?

17 A In the beginning, they hired me for, like, a
18 month or two months or three months to work offsite
19 to -- to -- with the cows, but then they put me in the
20 position of "feeder" -- like, I had to feed.

21 Q What was your work location?

22 A In the beginning of the employment?

23 Q During your employment, so if it changed, let
24 me know when it changed and to where it changed.

25 A Okay. In -- in 2018 -- so, from 2018 to 2021,

1 A Yes.

2 Q Do you recall how much time off you took for
3 COVID?

4 A It was two occasions; each one of them was
5 more or less like a week, and so it was two occasions of
6 two weeks.

7 Q Did you receive pay during those two weeks?

8 A Yes.

9 Q Okay. We've been going a little over an hour.
10 Do you want to take a ten-minute break?

11 MS. MIRABEL: Yes, let's take it.

12 MS. CUSIMANO: Okay. We'll see you at
13 11:30. Thank you.

14 THE OFFICER: We're off the record at
15 11:20 a.m.

16 (Off the record.)

17 THE OFFICER: We're back on the record at
18 11:30 a.m.

19 BY MS. CUSIMANO:

20 Q Mr. Pahua, what was your rate of pay while you
21 worked for CDF?

22 A I started with 15.50, and I finished with \$19.

23 Q Did you receive overtime pay?

24 A Yes.

25 Q Do you have any reason to believe that you

1 were not paid all the overtime that you worked?

2 A I don't have -- think I have a reason.

3 Q What was the name of the third feeder that you
4 worked with at Dairy 2?

5 A Rafael.

6 Q How often during your workday would you see
7 Mike?

8 A Almost daily.

9 Q What about throughout the day? Did you work
10 directly with Mike?

11 A Well, usually I would work there, actually,
12 with Gustavo, but he would be around, you know, the --
13 the whole ranch walking around and looking.

14 And on some occasions when I had to finish
15 the -- doing the -- the mix, I had to go get the -- the
16 serum and the water.

17 And sometimes, when we were making the -- the
18 mix, and we had to put the serum and the water into the
19 food, it would take up like -- like ten, fifteen, twenty
20 minutes sometimes, because the pump didn't have any
21 strength for the water to go quicker inside.

22 And when Mike would see that, he would get
23 angry, and he would tell me that I had to work during
24 that time because I couldn't be stopped, and he would be
25 aggressive and tell me things -- bad things.

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CERTIFICATE OF DEPOSITION OFFICER

I, NICCOLE SHERGILL, the officer before whom the foregoing proceedings were taken, do hereby certify that any witness(es) in the foregoing proceedings, prior to testifying, were duly sworn; that the proceedings were recorded by me and thereafter reduced to typewriting by a qualified transcriptionist; that said digital audio recording of said proceedings are a true and accurate record to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



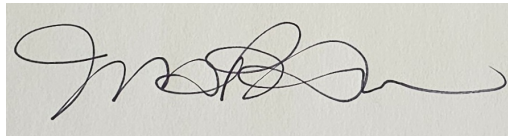
NICCOLE SHERGILL
Notary Public in and for the
State of California

☒ Review of the transcript was requested.

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CERTIFICATE OF TRANSCRIBER

I, MANDI CRANSON, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.

A handwritten signature in black ink, appearing to read 'Mandi Cranson', is centered on a light gray rectangular background.

MANDI CRANSON