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Attorneys for Plaintiffs

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

ADRIAN PACHECO and JUAN BAUTISTA,
individually, and on behalf of all others similarly
situated,,

Plaintiffs,

v.

K.A. VANDERHAM DAIRY, an unknown
entity; DICK VANDERHAM & SONS DAIRY,
an unknown entity; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: VCU302174

*[Assigned for All Purposes to the Hon.
Nathan Ide, Dept. 7]*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Preliminary Approval Hearing:

Date: April 13, 2026

Time: 8:30 a.m.

Dept: 7

Action Filed: September 26, 2023

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1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiffs Adrian Pacheco and Juan Bautista (collectively, “Plaintiffs”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

Procedural History

4. On January 16, 2024, Plaintiffs provided written notice to the LWDA and Defendants of the specific provisions the Labor Code alleged to have been violated, including the facts and theories in support. A true and correct copy of Plaintiffs' PAGA notice to the LWDA and Defendant is attached hereto as **Exhibit 1**. The LWDA did not notify Plaintiffs that it intended to investigate within 65 days of this written notice. Therefore, on April 24, 2024, Plaintiffs filed a Complaint against Defendants for civil penalties under PAGA in the Superior Court of California, County of Tulare, Case No. VCU308316 ("PAGA Action").

5. On February 23, 2026, Plaintiffs filed a First Amended Complaint in this Class Action which added a cause of action for civil penalties under PAGA which effectively consolidated the actions. Plaintiffs will dismiss the PAGA Action without prejudice after approval of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement in this Class

1 Action.

2 6. On March 5, 2025, the Parties participated in a private full-day mediation with
3 mediator Russ Wunderli. The negotiations were adversarial, conducted at arm's length, and
4 tempered by the efforts of both sides to serve the interests of their clients. The Parties accepted a
5 mediator's proposal and agreed upon general settlement terms.

6 7. The Parties negotiated the terms of the Settlement over the next several months, and
7 the Settlement Agreement was finalized in March 2026. A true and correct copy of the fully
8 executed Class Action and PAGA Settlement Agreement ("Settlement Agreement") is attached
9 hereto as **Exhibit 2**. Attached thereto as **Exhibit A** is a true and correct copy of the Parties'
10 proposed Class Notice.

11 8. On March 13, 2026, Plaintiffs submitted a copy of the Settlement Agreement to the
12 LWDA. A true and correct copy of the confirmation of submission my office received after
13 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 3**.

14 **Investigation and Exposure Analysis**

15 9. Prior to attending mediation, Plaintiffs' Counsel thoroughly investigated the claims,
16 applicable law, and potential defenses. Plaintiffs' Counsel assessed the value of the class claims
17 using the data and documents Defendants produced in informal discovery. The data and documents
18 produced by Defendants included the number of Class Members and Aggrieved Employees, the
19 number of workweeks in the Class Period, and the number of pay periods in the PAGA Period, the
20 average rate of pay, Plaintiffs' personnel files, Plaintiffs' time records and wage records,
21 Defendants' handbooks, and a sampling of Class Members' time and payroll records. Plaintiffs'
22 Counsel engaged an expert to quantify the potential exposure using the time and payroll records,
23 and then assessed the risks associated with each claim meriting reductions in the likely success at
24 class certification and likely recovery at trial.

25 10. Defendants' records show there are approximately 275 Class Members, making
26 joinder of all Class Members impracticable. Given the size and amount of each Class Members'
27 claim, Class Members have little incentive to litigate their claims on an individual basis because
28 the out-of-pocket expenses and personal commitment necessary to litigate each claim likely

1 outweigh any potential recovery.

2 11. Plaintiffs have alleged that Defendants maintained common employment policies
3 and/or practices that unlawfully deprived Class Members of wages, meal periods, rest periods,
4 reimbursements for business expenses, accurate wage statements, timely payment of wages upon
5 separation of employment, and timely production of employment records. These allegations
6 present common factual and legal questions of, *inter alia*, whether Defendants applied the same
7 scheduling, timekeeping, pay, meal period, rest period, reimbursement, and employment record
8 production policies to all Class Members, whether these policies and practices resulted in Labor
9 Code violations, whether Defendants' conduct was intentional, and whether Class Members are
10 entitled to damages and/or penalties. These common questions could be resolved using Class
11 Members' time records, payroll records, testimony from Defendants' designated representative(s),
12 and Class Members' testimony.

13 12. Although the exposure Plaintiffs' Counsel calculated is substantial, the various risks
14 of succeeding at class certification and through trial affected the valuation of the claims for
15 settlement purposes. Based on an analysis of the facts and legal contentions in this case, documents
16 and information from Defendants, Plaintiffs' Counsel evaluated Defendants' maximum exposure.
17 Plaintiffs' Counsel took into account the risk of not having the claims certified and the risk of not
18 having prevailed at trial, even if the claims are certified. After using the data Defendants provided,
19 including class member timekeeping and payroll records, as well as class member demographics,
20 with the assistance of a statistics expert, Plaintiffs' Counsel created a damages model to evaluate
21 the realistic range of potential recovery for the class.

22 13. Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage
23 claims were based on the allegation that Defendants required Class Members to perform work
24 duties while off the clock, without compensation. For example, Plaintiffs alleged that Defendants
25 regularly required them and other Class Members to work through their recorded meal periods and
26 to attend safety meetings off the clock, all without compensation. Based on these allegations,
27 Plaintiffs' Counsel conservatively estimated that Class Members worked one (1) hour off the clock
28 per week in calculating potential exposure for these claims to be approximately \$235,633.32

(10,328 workweeks x \$15.21 average hourly rate of pay x 1.00 hour/workweek x 1.5 overtime rate of pay). Because this claim would have relied heavily on Class Member testimony and would not be evidenced in Defendants' time and payroll records, the risk of succeeding at class certification was substantial. Accordingly, Plaintiffs' Counsel applied a risk discount based on a 40% chance of succeeding at class certification and a 40% chance of succeeding at trial on the merits, yielding a realistic damage estimate of approximately \$37,701.33 ($\$235,633.32 \times 40\% \times 40\%$).

14. Meal Periods: Plaintiffs' meal period claim was based on the allegation that Defendants failed to provide Class Members with legally compliant meal periods or pay meal period premiums in lieu thereof. For example, Plaintiffs alleged that Defendants failed to provide them and other Class Members with timely, uninterrupted duty-free meal periods. Plaintiffs' Counsel's expert found a facial violation rate of approximately 83.3% in Defendants' time and payroll records for shifts greater than five (5) hours. Therefore, potential liability for the meal period claims is approximately \$592,141.85 (46,736 shifts greater than 5 hours x \$15.21 hourly rate x 83.3% violation rate). However, Defendants argued that Class Members were covered by meal period waivers. Accordingly, Plaintiffs' Counsel applied a risk discount based on a 50% chance of succeeding at class certification and a 40% chance of succeeding at trial on the merits, yielding a realistic damage estimate of approximately \$118,428.37 ($\$592,141.85 \times 50\% \times 40\%$).

15. Rest Periods: Plaintiffs' rest period claim was based on the allegation that Defendants failed to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu thereof. For example, Plaintiffs alleged that Defendants failed to provide them and other Class Members with rest periods that were timely and at least 10 minutes. Based on these allegations, Plaintiffs' Counsel applied a 100% violation rate to all shifts of 3.5 hours or longer. Therefore, potential liability for the rest period claims is approximately \$755,541.54 (49,674 shifts of 3.5 hours or longer x \$15.21 hourly rate x 100% violation rate). However, Plaintiffs' Counsel discounted this figure to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period. Because this claim would have relied exclusively on Class Member testimony, Plaintiffs' Counsel discounted this claim based on a 30%

1 chance of succeeding at class certification and a 20% chance of succeeding at trial, yielding a
2 realistic damage estimate of approximately \$45,332.49 ($\$755,541.54 \times 30\% \times 20\%$).

3 16. Reimbursements: Plaintiffs' reimbursement claim was based on the allegation that
4 Defendants failed to indemnify Class Members for expenses incurred as a direct result of
5 performing their job duties for Defendants. For example, Plaintiffs alleged that Defendants
6 required them and other Class Members to wear latex gloves to perform their job duties, but
7 Defendants failed to provide them. For purposes of calculating Defendants' liability based on a
8 best-case scenario for Plaintiffs and the Class, Plaintiffs' Counsel estimated that Defendants were
9 liable to each class member for \$30 per month, or \$7.50 per workweek, in unreimbursed expenses,
10 for a total amount of approximately \$77,460.00 ($\$7.50 \times 10,328$ workweeks). Plaintiffs' Counsel
11 discounted this figure based on an evaluation of a 30% chance of succeeding at class certification
12 and a 30% chance of succeeding at trial to account for the difficulty of certifying and proving
13 expense reimbursement claims, yielding a realistic damage estimate of approximately \$6,971.40
14 ($\$77,460.00 \times 30\% \times 30\%$).

15 17. In sum, Plaintiffs' Counsel estimated that Plaintiffs' maximum recovery for the off-
16 the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is
17 approximately \$1.58 million, but after factoring in the risk and uncertainty of certification and
18 prevailing at trial, Plaintiffs' Counsel estimates that Plaintiffs' realistic estimated recovery for
19 these non-penalty wage claims is approximately \$201,462.19.

20 18. Derivative Penalties: Plaintiffs alleged that as a result of Defendants' failure to pay
21 all wages owed, Defendants owed waiting time penalties and wage statement penalties. With
22 respect to Plaintiffs' derivative claims for statutory penalties, Plaintiffs' Counsel estimated that
23 Defendants' realistic potential liability is approximately \$60,686.29. Defendants' maximum
24 potential liability for waiting time penalties is approximately \$818,488.13 ($[205 \text{ employees} \times$
25 $\$15.21 \text{ hourly rate} \times 8.00 \text{ hours/day} \times 30 \text{ days}] + [80 \text{ employees} \times \$15.21 \text{ hourly rate} \times 0.50 \text{ hours}$
26 $\text{of overtime/day} \times 1.5 \text{ overtime rate} \times 30 \text{ days}]$) based on approximately 205 formerly employed
27 class members during the 3-year statute of limitations period and an average shift length of 8.50
28 hours. Defendants' maximum potential liability for inaccurate wage statements is approximately

1 \$192,950.00 ([121 employees x 1 initial violation/employee x \$50 for an initial violation] + [(1,990
2 pay periods - 121 initial violations) x \$100 for each subsequent violation]) based on approximately
3 121 class members who worked during the 1-year statute of limitations period and approximately
4 1,990 pay periods in that statutory timeframe. In light of the foregoing, Plaintiffs' Counsel believes
5 that it would be unrealistic to expect the Court to award the full \$1,011,438.13 in statutory penalties
6 given Defendants' defenses, the contested nature of Plaintiffs' claims, the challenges of
7 establishing willfulness as applicable, and the discretionary nature of penalties. Considering that
8 the underlying wage claims are realistically estimated to be approximately \$201,462.19, such a
9 disproportionate award would also raise due process concerns. As such, Plaintiffs' Counsel
10 discounted these figures to account for the risk and uncertainty of obtaining class certification and
11 prevailing at trial, resulting in a realistic evaluation of approximately \$49,109.29 for waiting time
12 penalty claims ($\$818,488.13 \times 30\% \times 20\%$), and approximately \$11,577.00 for wage statement
13 penalty claims ($\$192,950.00 \times 30\% \times 20\%$), or approximately \$60,686.29 total for statutory
14 penalties.

15 19. PAGA: For the PAGA claim, Plaintiffs' Counsel determined that Defendants'
16 potential exposure could potentially reach \$145,000.00, assuming the initial \$100 penalty would
17 apply for each of the 1,450 pay periods in the PAGA Period. However, even assuming success on
18 the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of
19 reasons, including where to do otherwise would result in an award that is unjust, arbitrary and
20 oppressive, or confiscatory. As such, Plaintiffs' Counsel discounted this figure to account for the
21 risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately
22 \$14,500.00 for PAGA penalties ($\$145,000.00 \times 10\%$). The settlement allocates \$20,000.00 of the
23 Gross Settlement Amount to PAGA, therefore the realistic maximum damages for PAGA penalties
24 amount to approximately 73% of the PAGA allocation ($\$14,500.00 / \$20,000.00$).

25 20. Using these estimated figures, Plaintiffs' Counsel predicted that the realistic
26 maximum recovery for all claims, including penalties, would be approximately \$283,619.88. This
27 means that the gross settlement figure represents approximately 113% of the realistic maximum
28 recovery ($\$320,168.00 / \$283,619.88$). Considering the risk and uncertainty of prevailing at class

1 certification and at trial, this is an excellent result for the Class. Indeed, because of the proposed
2 Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an
3 unfavorable judgment.

4 21. Based on the figures in the Settlement Agreement, the Net Settlement Amount
5 available for class settlement payments is currently estimated to be \$154,755.34 for approximately
6 275 Class Members. As a result, each Settlement Class Member would be eligible to receive an
7 average net benefit of approximately \$562.75. Based on the estimated Net Settlement Amount
8 available for individual class payments and there being approximately 10,328 workweeks in the
9 Class Period, the estimated weekly valuation for individual class payments is \$14.98 (\$154,755.34
10 / 10,328 workweeks).

11 **Plaintiffs' Counsel's Qualifications**

12 22. Plaintiffs are represented by WLF. The attorneys at WLF performed significant
13 work and expended litigation costs in prosecuting this matter with no guarantee of payment.

14 23. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
15 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
16 employees. WLF is actively and continuously practicing in employment litigation, representing
17 employees in both individual and class actions in both state and federal courts throughout
18 California.

19 24. WLF is qualified to handle this litigation because its attorneys are experienced in
20 litigating Labor Code violations in individual, class action, and representative action cases. WLF
21 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
22 class actions involving consumer rights and data privacy litigation.

23 25. I graduated from the University of California, Santa Barbara with High Honors in
24 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
25 School in 1996.

26 26. Upon graduating from law school in 1996, I worked for a boutique law firm
27 practicing general litigation which included employment law matters. Since 2000 (that is, the last
28 25 years) my practice has been exclusively focused on labor and employment matters including

1 handling wage and hour class, collective and representative actions (including the California
2 Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,
3 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
4 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
5 LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and member of the
6 Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or
7 took a major leading role in defending employers on numerous wage and hour class, collective and
8 representative actions.

9 27. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
10 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
11 hour class and representative actions litigating such matters on behalf of plaintiff employees in
12 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
13 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
14 and representative actions. Just since starting to settle cases in late April 2023 I have already
15 successfully mediated matters in which I have been counsel or co-counsel resulting in **well over**
16 **\$225 million** in settlements and verdicts which are in the process of being finalized, and with
17 numerous upcoming mediations scheduled. In those, and numerous other matters, I have managed
18 and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In
19 those actions, I performed similar tasks as those performed in the course of prosecuting this action.
20 Indeed, I recently tried and prevailed in achieving a jury verdict in a wage and hour class action in
21 the matter of *Aguilar-Flores v. Javier’s – CC LLC*, Los Angeles County Superior Court, Case No.
22 19STCV36438 (settled after verdict).

23 28. I have received numerous awards for my legal work. For example, from 2015 to
24 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
25 I have also served on numerous prominent boards and in other leadership positions, including
26 serving as Southern California Regional President for the Hispanic National Bar Association and
27 on the board of directors of the Mexican American Bar Foundation. I also previously served on the
28 5-member Los Angeles Civil Service Commission, which generally oversees the personnel

1 decisions for the City of Los Angeles.

2 29. I have also published numerous blogs on labor and employment issues including on
3 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
4 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really
5 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
6 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
7 presenter involving the “Employment Law Update” at a National Employment Law Council
8 conference.

9 30. Samantha A. Smith (“Ms. Smith”) was a Senior Attorney at WLF where her practice
10 was focused on managing wage and hour class action and PAGA settlements. Ms. Smith was
11 admitted to the California Bar in December of 2004, and received a J.D. from University of
12 California, Hastings College of the Law and a Bachelor of Arts from University of California,
13 Davis. Ms. Smith has dedicated her 21-year career to plaintiffs’-side class action litigation. Her
14 wealth of experience includes successful work on all stages of class action litigation, including
15 class action appeals, class certification motions, and class settlements. See, e.g., *Blue Diamond*
16 *Growers Product Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false
17 advertising of Blue Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050
18 (Santa Clara County Superior Court) (employee data breach); *Overton v. Armour-Eckrich Meats,*
19 *LLC*, Case No. CIVDS1501325 (San Bernardino County Superior Court) (unpaid wages, meal
20 period and rest break claims, and PAGA violations for non-exempt employees); *DeLeon et al. v.*
21 *Westlake Services, LLC*, Case No. BC 526750 (Los Angeles County Superior Court) (unpaid
22 overtime, meal period and rest break claims for call center employees); *Sawyer v. Retail Data,*
23 *LLC*, Case No. 30-2014-00753767-CU-OE-CXC (Orange County Superior Court) (unpaid wage
24 and rest break claims for piece rate workers); *Nguyen v. Pharmerica Corporation et al.*, Case No.
25 30-2014-00716072-CU-OE-CXC (Orange County Superior Court) (unpaid wages and
26 unreimbursed expenses for pharmacists); *Laumea v. Performance Food Group, Inc.*, Case No.
27 CIVDS1407509 (San Bernardino County Superior Court) (unpaid wages, meal and rest break
28 claims for non-exempt employees); *Durroh v. East West Bank*, Case No. BC528860 (Los Angeles

County Superior Court) (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case No. CIVDS1504287 (San Bernardino County Superior Court) (unpaid wages, meal period and rest break claims for non-exempt employees).

31. Diego Aviles (“Mr. Aviles”) is a Junior Partner at WLF. He graduated from the University of California, Irvine, with a Bachelor of Arts in Political Science as well as a Bachelor of Arts in Criminology, Law, and Society, and received his Juris Doctor from the Santa Clara University School of Law in 2015. During law school, Mr. Aviles was President for the Santa Clara Employment Law Society, Board Member of the Honors Moot Court, and President of the Santa Clara University La Raza Chapter. He clerked for the Equal Employment Opportunity Commission in San Francisco, California, and also worked with the Workers’ Rights Clinic in San Jose, California, among other employment law firms. He was admitted to practice law in the State of California in 2017. Since graduating from law school, he has focused his legal work exclusively on employment matters, including wage-and-hour class action and PAGA representative action litigation, and he has helped obtain dozens of settlements on behalf California workers. He has been appointed Class Counsel numerous times in California and most recently achieved a published California Appellate opinion in the matter of *Alberto v. Cambrian Homecare, et al.*, 91 Cal.App.5th 482 regarding employment arbitration agreements. He has also been a member of the California Employment Lawyers Association (CELA) since at least 2019.

32. Harry Erganyan (“Mr. Erganyan”) is an Associate Attorney at WLF. He was admitted to practice law in the State of California in 2021. Mr. Erganyan graduated from Loyola Marymount University, with a Bachelor of Arts in Political Science. He received his Juris Doctor from Southwestern Law School. During law school, he externed for the Los Angeles City Attorney. Since January 2021, Mr. Erganyan’ practice has been focused on wage and hour class action litigation.

33. Mariam Nazaretyan (“Ms. Nazaretyan”) is an Associate Attorney at WLF. She was admitted to practice law in the State of California in 2021. Ms. Nazaretyan graduated from Loyola Marymount University with a Bachelor of Arts in Political Science. She received her Juris Doctor

1 from Southwestern Law School. During law school, she was a student editor for the Journal of
2 International Media and Entertainment Law and secretary of the Student Bar Association. Since
3 graduating, Ms. Nazaretyan's practice has been focused on international humanitarian law and
4 employment law. Ms. Nazaretyan currently bills at an hourly rate of \$550.00.

5 34. Emily K. Borman ("Ms. Borman") is a Junior Partner at Wilshire Law Firm, PLC.
6 She was admitted to practice law in the State of California in May 2015. Ms. Borman graduated
7 from Cornell University with a Bachelor of Science in Development Sociology and a Minor in
8 Applied Economics and Management. While at Cornell she was inducted into the Alpha Kappa
9 Delta International Honor Society. Ms. Borman received her Juris Doctor from University of
10 California Law San Francisco (formerly UC Hastings). Since graduating, her practice has been in
11 employment law, including plaintiff-side wage and hour cases. She has received numerous awards
12 for her legal work. In 2021 and from 2023 to 2025, Super Lawyers selected her as a "Southern
13 California Rising Star.

14 35. Courtney M. Miller ("Ms. Miller") is a Settlement Attorney at WLF. She was
15 admitted to practice law in the State of California in 2019. Ms. Miller graduated from the
16 University of California, Santa Cruz, with a Bachelor of Arts in Sociology. Prior to becoming an
17 attorney, Ms. Miller worked at a boutique civil litigation firm for nearly a decade, primarily
18 handling employment matters. She earned her Juris Doctor from Southwestern Law School in
19 2019. Ms. Miller has prosecuted wage and hour class and PAGA actions, almost exclusively, since
20 2020. As a handling attorney, Ms. Miller obtained over \$30 million dollars in settlements on behalf
21 of California employees.

22 **No Conflicts**

23 36. WLF has no actual or potential conflicts of interest with Class Members or the
24 proposed Administrator, Apex Class Action.

25 37. WLF is not aware of any other pending matter or action against Defendant asserting
26 claims that will be extinguished or adversely affected by this Settlement.

27 **Settlement Administrator**

28 38. Plaintiffs obtain bids from third party administrators to administer this Settlement

1 and the Parties selected Apex Class Action. A true and correct copy of Apex Class Action's will-
2 not-exceed bid to administer this Settlement is attached hereto as **Exhibit 4**.

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

5 Executed on March 17, 2026 at Los Angeles, California.

6
7 

8 _____
John G. Yslas

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

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Jon Teller, Esq.	Jeffrey Bils, Esq.
Tae Kim, Esq.	Nathan Kingery, Esq.
Daniel DeSantis, Esq.	Elizabeth Votra, Esq.
Jennifer P. Burkes, Esq.	Benjamin Haber, Esq.
Mary Caruso, Esq.	Ghazaleh Attaran, Esq.
Johnny Ogata, Esq.	Adam Sherman, Esq.
Nicol Hajjar, Esq.	Jesenia Martinez, Esq.
Stephanie Mazepa, Esq.	Arrash Fattahi, Esq.
Brad Stuckey, Esq.	Jesse Chen, Esq.
Thiago Coelho, Esq.	Arsine Grigoryan, Esq.
Cameron Stewart, Esq.	
Shahin Rezvan, Esq.	

January 16, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

K.A. Vanderham Dairy
Dick Vanderham & Sons Dairy
12565 Ave. 152
Tipton, CA 93272
(Via Certified Mail, Return Receipt
Requested)
#9489 0090 0027 6362 4843 00

Re: ***Adrian Pacheco and Juan Bautista v. K.A. Vanderham Dairy and Dick Vanderham & Sons Dairy***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Adrian Pacheco and Juan Bautista ("Employees") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against their former employers, K.A. Vanderham Dairy and Dick Vanderham & Sons Dairy ("Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employees and some or potentially all of Employers' Aggrieved Employees.

Employees wish to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for Employers in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employees and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Employees' Employment with Employers

Employers operate farms that produce milk and other dairy products. Employees were dispatchers and general laborers. In performing their duties, Employees were regularly required to perform work (off-the-clock), without compensation. Employees were also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Moreover, Employers failed to provide Employees and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code. Additionally, Employees incurred business-related expenses, but Employers

failed to reimburse them for all such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employees assert, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such, and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Employee Adrian Pacheco is a resident of Tulare, California who worked for Employers in Tulare County, California as an hourly-paid, non-exempt employee from approximately May 2022 to approximately May 2023.

Employee Juan Bautista is a resident of Porterville, California who worked for Employers in Tulare County, California as an hourly-paid, non-exempt employee from approximately March 2019 to approximately May 2023.

During their employment for Employers, Employers paid Employees an hourly wage and classified them as non-exempt from overtime. Employers typically scheduled Employees to work at least five days in a workweek and at least eight hours per day, but Employees also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employees' employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employees with legally compliant meal periods, failed to authorize and permit Employees to take rest periods, failed to timely pay all final wages to Employees when Employers terminated Employees' employment, failed to furnish accurate wage statements to Employees, failed to indemnify Employees for business expenditures, and failed to timely produce Employees' requested employment records. As discussed below, Employees' experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay Employees and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at times required Employees and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employees and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employees and the Aggrieved Employees to perform work before clocking in and/or after clocking

out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employer at times failed to properly calculate Employees' regular rate of pay when paying overtime, by failing to include all compensation in Employees' overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employees and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employees worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to "precisely capture time worked" means that "the employer must pay the employee for that worktime when due." (*Id.* at 671.) As a result of Employers' rounding policy, Employees consistently were not compensated at least minimum wage for all hours that Employees worked.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Employers at times wrongfully failed to provide Employees and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employees and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employees and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employees and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employees of their right to, nor permitted them to take, all of Employees' second meal periods when they worked at least ten hours of work in a workday and otherwise unlawfully pressured Employees to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employees and the Aggrieved Employees, or some of them, in compliance with California law.

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employees and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employees and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers authorizing and permitting Employees to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employees and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, Employers at times continued to assert control over Employees and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Employees and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employees and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law.

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employees and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employees all wages due, and failed to pay those wages twice a month, in that Employees were not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all

wages for all hours worked. As a result, Employers owe Employees the legally required wages for unpaid wages, and Employees and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employees seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employees and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employees and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employees and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employees and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employees and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Employees and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail to pay Employees and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed

rest period premium wages.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employees and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employees and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employees and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employees and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employees and the Aggrieved

Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employees and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employees and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employees and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employees and the Aggrieved Employees for these employment-related expenses.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employees and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employees and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employees and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employees and Aggrieved Employees, or some of them, by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employees and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employees' and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employees' and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employees and Aggrieved Employees, or some of them.

Employers' failure to keep "accurate and complete" payroll records for Employees and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employees (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employees and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employees are informed and believe that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employees are additionally informed and believe that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employees and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employees and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers' premises) and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed to provide notice of the correct sick leave amount balance available to Employees and other Aggrieved Employees on their wage statements or other written statement.

Based on information and belief, Employers failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

Based on information and belief, throughout the relevant period, Employers failed to provide notice of sick leave amount balance left for Employees and other Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employees and other Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employees seek all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employees and all Aggrieved Employees.

In violation of Labor Code section 247.5, Employers failed to maintain records documenting the hours worked and paid sick days accrued and used by Employees and all Aggrieved Employees, permitting the presumption that Employees and all Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers further failed and continue to fail to comply with Labor Code section 246, by failing to provide Employees and all Aggrieved Employees with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Employers unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Employers' failure to properly institute a paid sick leave program.

On information and belief, Employees allege that all of these practices were experienced and continue to be experienced by other Aggrieved Employees.

Employees request all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employees and other Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Employees request all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers violated Labor Code section 248.2 by not providing Aggrieved Employees with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers violated and continue to violate Labor Code section 216 by failing to pay Employees and all Aggrieved Employees for all hours worked at the proper wage rate and by failing to pay Employee and all Aggrieved Employees an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.²

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively

² Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers failed to provide Aggrieved Employees with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, there were periods of time when Aggrieved Employees were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area and use of seats would not interfere with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employees' and other Aggrieved Employees' work reasonably permitted the use of seats. However, Employers failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers willfully and systematically denied Employees and other Aggrieved Employees of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

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³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Thus, Employers paid Employees and other Aggrieved Employees lower wages than those they were entitled to while purporting that Employees and all Aggrieved Employees were properly paid. As such, Employees and all Aggrieved Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers had and continue to have a uniform policy and practice of failing to allow Aggrieved Employees and Exempt Aggrieved Employees to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off to Aggrieved Employees and/or Exempt Aggrieved Employees upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and believe, Employers had and have a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

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Based on information and belief, Employers ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved Employees and Exempt Aggrieved Employees to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employees to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees agree in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers asked Aggrieved Employees, and Exempt Aggrieved Employees about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act ("FEHA"), asked Aggrieved Employees and Exempt Aggrieved Employees about convictions prior to extending an

offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, Employers violated California's Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers violated Labor Code section 432.5 by requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

An action pursuant to PAGA "...is a representative action on behalf of the state" *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee's right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 ("We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.")

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee's individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 ("There is no individual component to a PAGA action because 'every PAGA action ... is a representative action on behalf of the state.'")

Upon information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, Employers required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5.

As such, Employees, Aggrieved Employees and Exempt Aggrieved Employees continue to be subject to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employees are informed and believe that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employees are informed and believe that these policies and/or practices prevent Employees and/or other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers had and have a policy or practice of failing to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of requiring or permitting employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employees are informed and believe, and based thereon allege that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Employees and/or other Aggrieved Employees; failing to provide adequate protection equipment to Employees and/or other Aggrieved Employees; and failing to provide adequate distance in working conditions between Employees and/or other Aggrieved Employees.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employees allege that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;

5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal to pay wages due and payable and/or denial of the validity of any claim to wages due;
13. Labor Code § 223 for secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure to timely provide temporary workers with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially all Aggrieved Employees, Employees seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employees have placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



John G. Yslas, Esq.

EXHIBIT 2

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Attorneys for Defendant
K.A. VANDERHAM DAIRY; AND DICK
VANDERHAM & SONS DAIRY

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

ADRIAN PACHECO and JUAN BAUTISTA,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

K.A. VANDERHAM DAIRY, an unknown
entity; DICK VANDERHAM & SONS
DAIRY, an unknown entity; and DOES 1
through 10, inclusive,

Defendants.

Case No. VCU302174

*Assigned for All Purposes To:
Hon. Gary Johnson, Dept. 7*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiffs Adrian Pacheco and Juan Bautista (“Plaintiffs”) and Defendants K.A. Vanderham &
3 Sons Dairy and Dick Vanderham & Sons Dairy (collectively, “Defendants”). The Agreement
4 refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Actions” means Plaintiffs’ lawsuit alleging class action wage and hour violations
7 against Defendants captioned *Adrian Pacheco and Juan Bautista v. K.A. Vanderham Dairy, et*
8 *al.*, Case No. VCU302174 (Tulare County Superior Court) (the “Class Action”), and Plaintiffs’
9 lawsuit alleging representative claims under the Private Attorneys General Act of 2004 (“PAGA”)
10 against Defendant captioned *Adrian Pacheco and Juan Bautista v. K.A. Vanderham Dairy, et al.*,
11 Case No. VCU308316 (“PAGA Action”).

12 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties
13 have agreed to appoint to administer the Settlement.

14 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
15 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
16 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
17 Approval of the Settlement.

18 1.4 “Aggrieved Employee” means all persons who worked for Defendants in California as
19 an hourly-paid or non-exempt employee at any time during the PAGA Period. Aggrieved
20 employees cannot opt-out of the settlement.

21 1.5 “Class” means all persons who worked for Defendants in California as an hourly-paid
22 or non-exempt employee at any time during the Class Period.

23 1.6 “Class Counsel” means John G. Yslas, Diego Aviles, Harry Erganyan, and Mariam
24 Nazaretyan of Wilshire Law Firm, PLC.

25 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
26 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will
27 request approval from the Court of up to one-third (1/3) of the GSA (currently one hundred six
28 thousand seven hundred twenty-two dollars and sixty-six cents [\$106,722.66]).

1 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
2 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Actions,
3 not to exceed sixteen thousand dollars and zero cents (\$16,000.00) and paid from the Gross
4 Settlement Amount.

5 1.9 “Class Data” means Class Member identifying information in Defendants’ possession
6 including the Class Member’s name, last-known mailing address, Social Security number, and
7 number of Workweeks and PAGA Pay Periods.

8 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either
9 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
10 Class Member who qualifies as an Aggrieved Employee). Class Members may opt-out of the
11 class.

12 1.11 “Class Member Address Search” means the Administrator’s investigation and search for
13 current Class Member mailing addresses using all reasonably available sources, methods, and
14 means including, but not limited to, the National Change of Address database, skip traces, and
15 direct contact by the Administrator with Class Members.

16 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for
17 Final Approval, to be mailed to Class Members in English in the form, without material variation,
18 attached as Exhibit A and incorporated by reference into this Agreement.

19 1.13 “Class Period” or “Class Settlement Period” means the period from September 26, 2019
20 through May 4, 2025 (“Settlement Class Period”).

21 1.14 “Class Representative” means the named Plaintiffs Adrian Pacheco and Juan Bautista in
22 the Actions.

23 1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment
24 to the Class Representatives for initiating the Actions and providing services in support of the
25 Actions.

26 1.16 “Court” means the Superior Court of California, County of Tulare.

27 1.17 “Defendants” means named Defendant K.A. Vanderham Dairy and Dick Vanderham &
28 Sons Dairy.

1.18 “Defense Counsel” means Ian B. Wieland and Daniella M. Crisantiof Sagaser, Watkins & Wieland.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means Three Hundred Thirty Thousand Dollars and Zero Cents (\$320,168.00), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following
2 payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative
3 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
4 the Administration Costs Payment. The remainder is to be paid to Participating Class Members
5 as Individual Class Payments.

6 1.30 “Non-Participating Class Member” means any Class Member who opts out of the
7 Settlement by sending the Administrator a valid and timely Request for Exclusion.

8 1.31 “Operative Class Complaint” means the operative complaint filed on September 26,
9 2023 in *Adrian Pacheco, etc. v. K.A. Vanderham Dairy, et al.*, Case No. VCU302174 (Tulare
10 County Superior Court).

11 1.32 “Operative PAGA Complaint” means the operative complaint filed on April 24, 2024 in
12 *Adrian Pacheco, etc. v. K.A. Vanderham Dairy, et al.*, Case No. VCU308316 (Tulare County
13 Superior Court).

14 1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
15 worked for Defendant for at least one day during the PAGA Period.

16 1.34 “PAGA Period” means the period from January 16, 2023 through May 4, 2025.

17 1.35 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

18 1.36 “PAGA Notice” means Plaintiff’s January 16, 2024 letter to the LWDA and Defendant
19 providing notice pursuant to Labor Code section 2699.3, subd.(a).

20 1.37 “PAGA Penalties” means the total amount of \$20,000.00 in PAGA civil penalties to be
21 paid from the Gross Settlement Amount, allocated 25% (\$5,000.00) to the Aggrieved Employees
22 and 75% (\$15,000.00) to the LWDA in settlement of PAGA claims.

23 1.38 “Participating Class Member” means a Class Member who does not submit a valid and
24 timely Request for Exclusion from the Settlement.

25 1.39 “Plaintiffs” means Adrian Pacheco and Juan Bautista, the plaintiffs in the Actions.

26 1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
27 Settlement.

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1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.43 “Released Parties” means Defendants and its respective past, future, or present agents, employees, representatives, administrators, officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, assigns, owners, attorneys, accountants, receivers, advisors, consultants, partners, partnerships, parents, divisions, subsidiaries, affiliates, heirs, joint venturers, trustees, investors, fiduciaries, franchisees or franchisors, or commonly controlled corporations.

1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.45 “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.47 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On September 26, 2023, Plaintiffs filed the Operative Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8)

1 Failure to Produce Requested Employment Records; and (9) Unfair Business Practices.

2 2.2 On January 16, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiffs gave notice
3 to the LWDA and Defendants that Plaintiffs intended to proceed with a representative action
4 under PAGA (LWDA-CM-1008161-24). On April 24, 2024, after the 65-day statutory period
5 passed, Plaintiff filed the Operative PAGA Complaint, alleging claims for penalties pursuant to
6 Labor Code § 2699, *et seq.*

7 2.3 Defendants deny the allegations in the Actions, deny any failure to comply with the laws
8 identified in the Actions, and deny any and all liability for the causes of action alleged in the
9 Actions.

10 2.4 On March 5, 2025, the Parties participated in an all-day mediation presided over by
11 mediator Russ Wunderli. The Parties accepted a mediator's proposal and agreed on general
12 settlement terms but additional time and negotiations were necessary until an executed agreement
13 was finalized.

14 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
15 of, and applicable law to, the Actions. Prior to mediation, Plaintiffs obtained and analyzed a
16 representative sampling of time and payroll data for Class Members and the necessary policy
17 documents through informal discovery to properly evaluate the strengths and weakness of the
18 claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient
19 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
20 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
21 130 (2008) ("*Dunk/Kullar*").

22 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
23 other pending matters or actions asserting claims that will be extinguished or affected by the
24 Settlement.

25 3. **MONETARY TERMS.**

26 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
27 Defendants will pay Three Hundred Twenty Thousand One Hundred Sixty-Eight Dollars and
28 Zero Cents (\$320,168.00) to fully settle, resolve, and extinguish all claims asserted in the Actions,

1 including without limitation all claims asserted in the PAGA Notice. The Gross Settlement
2 Amount is non-reversionary and does not include employer payroll taxes owed on the wage
3 portions of the Individual Class Payments, which Defendant will pay separately.

4 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
5 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
6 in the Final Approval:

7 3.2.1 To Plaintiffs: A payment for the Class Representative Service Payment to Plaintiffs
8 of not more than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) in addition
9 to any Individual Class Payment and any Individual PAGA Payment the Class Representatives
10 are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs'
11 request for a Class Representative Service Payment that does not exceed this amount. As part of
12 the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek
13 Court approval for any Class Representative Service Payments no later than sixteen (16) court
14 days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court
15 approves a Class Representative Service Payment less than the amount requested, the
16 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
17 Participating Class Members. The Administrator will pay the Class Representative Service
18 Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee
19 taxes owed on the Class Representative Service Payments.

20 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
21 Gross Settlement Amount, which is currently estimated to be one hundred six thousand seven
22 hundred twenty-two dollars and sixty-six cents (\$106,722.66) and a Class Counsel Litigation
23 Expenses Payment for actual costs, not to exceed sixteen thousand dollars with zero cents
24 (\$16,000.00). Defendants will not oppose requests for these payments. Plaintiffs and/or Class
25 Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than
26 sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court.
27 If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
28 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net

Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment not to exceed Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$7,690.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less, or the Court approves payment of less than Seven Thousand Six Hundred Ninety Dollars and Zero Cents (\$7,690.00), the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Five percent (5%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. Five percent (5%) of each Participating Class Member's Individual Class Payment will be allocated for reimbursement and the remaining ninety (90%) will be allocated for penalties, interest, and non-wage damages. (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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1 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
2 Class Payments. Non-Participating Class Members will not receive any Individual Class
3 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
4 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

5 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of twenty
6 thousand dollars and zero cents (\$20,000.00) to be paid from the Gross Settlement Amount, with
7 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the
8 Individual PAGA Payments.

9 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
10 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$5,000.00 by
11 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
12 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA
13 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
14 their Individual PAGA Payment.

15 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
16 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
17 Participating Class Members. The Administrator will report the Individual PAGA Payments on
18 IRS 1099 Forms.

19 **4. SETTLEMENT FUNDING AND PAYMENTS.**

20 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
21 records, Defendants represent there are 275 Class Members who collectively worked a total of
22 10,328 workweeks during the Class Period, and 96 Aggrieved Employees who worked a total of
23 1,450 PAGA Pay Periods during the PAGA Period.

24 4.2 Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of
25 the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a
26 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
27 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
28 and for no other purpose, and restrict access to the Class Data to Administrator employees who

1 need access to the Class Data to effect and perform under this Agreement. Defendants have a
2 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
3 class member identifying information and to provide corrected or updated Class Data as soon as
4 reasonably feasible. Without any extension of the deadline by which Defendants must send the
5 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
6 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
7 Data.

8 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
9 Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting
10 the funds to the Administrator no later than sixty-five (65) days after the Effective Date.

11 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendants
12 fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual
13 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
14 Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
15 and the Class Representative Service Payments. Disbursement of the Class Counsel Fees
16 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
17 Payments shall not precede disbursement of Individual Class Payments and Individual PAGA
18 Payments.

19 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
20 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
21 face of each check shall prominently state the date (180 days after the date of mailing) when the
22 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
23 Void Date. The Administrator will send checks for Individual Settlement Payments to all
24 Participating Class Members (including those for whom the Class Notice was returned
25 undelivered). The Administrator will send checks for Individual PAGA Payments to all
26 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
27 Employees (including those for whom Class Notice was returned undelivered). The Administrator
28 may send Participating Class Members a single check combining the Individual Class Payment

1 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
2 must update the recipients' mailing addresses using the National Change of Address Database.

3 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
4 Members whose checks are returned undelivered without USPS forwarding address. Within seven
5 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
6 forwarding address provided or to an address ascertained through the Class Member Address
7 Search. The Administrator need not take further steps to deliver checks to Class Members whose
8 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
9 replacement check to any Class Member whose original check was lost or misplaced, requested
10 by the Class Member prior to the void date.

11 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
12 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
13 funds represented by such checks to the California Controller's Unclaimed Property Fund, subject
14 to the requirements of California Code of Civil Procedure Section 384, subd. (b).

15 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
16 not obligate Defendant to confer any additional benefits or make any additional payments to Class
17 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

18 5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the Gross
19 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
20 Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all
21 Released Parties as follows:

22 5.1 **Plaintiffs' Release.** Plaintiffs discharge Released Parties from all claims,
23 transactions, or occurrences, that occurred during the Class Period, including all claims that were,
24 or reasonably could have been, alleged, based on the facts contained in the Actions; and claims
25 under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the
26 Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law
27 ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this
28 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,

1 social security benefits, workers' compensation benefits that arose at any time, or based on
2 occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or
3 law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true
4 but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
5 notwithstanding such different or additional facts or Plaintiff's discovery of them.

6 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
7 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,
8 and benefits, if any, of section 1542 of the California Civil Code, which reads:

9 **A general release does not extend to claims that the creditor or releasing party**
10 **does not know or suspect to exist in his or her favor at the time of executing**
11 **the release, and that if known by him or her would have materially affected**
12 **his or her settlement with the debtor or Released Party.**

13 5.2 Released Class Claims: All Participating Class Members will release all claims, rights,
14 demands, liabilities, and causes of action, alleged or which could have reasonably been alleged
15 based on the facts alleged in the Operative Class Complaint, including but not limited to: (1)
16 failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194,
17 1194.2, and 1197); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 1194 and
18 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4)
19 failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to
20 timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to
21 provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to
22 indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to
23 produce requested employment records (pursuant to Cal. Labor Code §§ 226 and 1198.5); and (9)
24 unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration
25 of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the
26 claims that were asserted in the Actions or could have been asserted in the Actions based on the
27 facts and circumstances alleged in the Operative Class Complaint. The Released Class Claims are
28 those that accrued during the Class Period.

1 5.3 Released PAGA Claims: Plaintiffs and the LWDA will release all claims for PAGA civil
2 penalties that are alleged or reasonably could have been alleged based on the facts alleged in the
3 Operative PAGA Complaint and in Plaintiffs' January 16, 2024 PAGA Notice, including but not
4 limited to: (1) failure to pay minimum, straight time, and overtime wages (pursuant to Cal. Labor
5 Code §§ 204, 510, 1194, 1197 and 1197.1); (2) failure to provide meal periods (pursuant to Cal.
6 Labor Code § 226.7); (3) failure to authorize and permit rest periods (pursuant to Cal. Labor Code
7 § 226.7); (4) failure to pay all earned wages two times per month (pursuant to Cal. Labor Code §
8 204); (5) failure to maintain accurate records of hours worked and meal periods taken or missed
9 (pursuant to Cal. Labor Code § 1174.5); (6) failure to timely pay final wages at termination
10 (pursuant to Cal. Labor Code §§ 201 – 203); (7) failure to provide accurate itemized wage
11 statements (pursuant to Cal. Labor Code § 226); (8) failure to indemnify employees for
12 expenditures (pursuant to Cal. Labor Code § 2802); (9) failure to produce requested employment
13 records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (10) failure to maintain accurate
14 records of hours worked and meal periods (pursuant to Cal. Labor Code § 1174); (11) failure to
15 provide proper sick leave and supplemental paid sick leave (pursuant to Cal. Labor Code § 245 –
16 248.5); (12) refusal to pay wages due and payable and/or denial of the validity of any claim to
17 wages due (pursuant to Cal. Labor Code § 216); (13) secretly paying wages lower than required
18 by statute while purporting to pay legal wages (pursuant to Cal. Labor Code §223); (14) failure
19 to pay vested vacation and/or paid time off (pursuant to Cal. Labor Code § 227.3); (15) failure to
20 provide suitable seating (pursuant to section 14(A-B) of all applicable IWC Wage Orders); (16)
21 unlawful agreements (pursuant to Cal. Labor Code § 432.5); (17) failure to timely provide
22 temporary workers with wages (pursuant to Cal. Labor Code § 201.3); (18) preventing employees
23 from using or disclosing the skills, knowledge and experience they obtained, and whistleblower
24 violations (pursuant to Cal. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5); (19) unlawful
25 inquiries at times into criminal histories (pursuant to Cal. Labor Code § 432.7); and (20)
26 workplace health and safety violations (pursuant to Cal. Labor Code §§ 1526, 3366, 3457, 8397.4,
27 and 6401). The Released PAGA Claims are those that accrued during the PAGA Period.

28 / / /

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 **Defendants’ Declaration in Support of Preliminary Approval**. Within ten (10) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declaration, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 **Plaintiffs’ Responsibilities**. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 **Responsibilities of Counsel**. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

1 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
2 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
3 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
4 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
5 Preliminary Approval or conditions Preliminary Approval on any material change to this
6 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
7 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
8 otherwise satisfy the Court's concerns.

9 7. **SETTLEMENT ADMINISTRATION.**

10 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action
11 Administration to serve as the Administrator and verified that, as a condition of appointment, the
12 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
13 specified in this Agreement in exchange for payment of Administration Costs. The Parties and
14 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
15 Administrator other than a professional relationship arising out of prior experiences administering
16 settlements.

17 7.2 Employer Identification Number. The Administrator shall have and use its own
18 Employer Identification Number for purposes of calculating payroll tax withholdings and
19 providing reports to state and federal tax authorities.

20 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
21 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
22 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
23 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
24 to Participating Class Members.

25 7.4 Notice to Class Members.

26 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
27 shall notify Class Counsel that the list has been received and state the number of Class Members,
28 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

1 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
2 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
3 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
4 Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit
5 A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
6 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
7 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
8 mailing Class Notices, the Administrator shall update Class Member addresses using the National
9 Change of Address database.

10 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
11 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
12 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
13 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
14 Notice to the most current address obtained. The Administrator has no obligation to make further
15 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
16 USPS a second time.

17 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
18 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
19 days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members
20 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
21 deadline with the re-mailed Class Notice.

22 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
23 discovers any persons who believe they should have been included in the Class Data and should
24 have received Class Notice, the Parties will expeditiously meet and confer in person or by
25 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
26 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
27 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
28 requiring them to exercise options under this Agreement not later than fourteen (14) days after

1 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

2 7.5 Requests for Exclusion (Opt-Outs).

3 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
4 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
5 later than sixty (60) days after the Administrator mails the Class Notice (plus an additional
6 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
7 is a letter from a Class Member or his/her representative that reasonably communicates the Class
8 Member's election to be excluded from the Settlement and includes the Class Member's name,
9 address and email address or telephone number. To be valid, a Request for Exclusion must be
10 timely faxed, emailed, or postmarked by the Response Deadline.

11 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
12 to contain all the information specified in the Class Notice. The Administrator shall accept any
13 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
14 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
15 determination shall be final and not appealable or otherwise susceptible to challenge. If the
16 Administrator has reason to question the authenticity of a Request for Exclusion, the
17 Administrator may demand additional proof of the Class Member's identity. The Administrator's
18 determination of authenticity shall be final and not appealable or otherwise susceptible to
19 challenge.

20 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
21 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
22 bound by all terms and conditions of the Settlement, including the Participating Class Members'
23 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
24 Class Member actually receives the Class Notice or objects to the Settlement.

25 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
26 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
27 right to object to the class action components of the Settlement. Because future PAGA claims are
28 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who

are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

1 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
2 performed or observed by the Administrator contained in this Agreement or otherwise.

3 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
4 maintain and use an internet website to post information of interest to Class Members including
5 the date, time and location for the Final Approval Hearing and copies of the Settlement
6 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
7 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
8 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
9 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
10 telephone number to receive Class Member calls, faxes and emails.

11 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
12 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
13 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
14 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
15 and other identifying information of Class Members who have timely submitted valid Requests
16 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
17 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
18 Exclusion from Settlement submitted (whether valid or invalid).

19 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
20 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
21 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
22 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
23 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
24 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
25 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
26 objections received.

27 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
28 address and make final decisions consistent with the terms of this Agreement on all Class Member

1 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision
2 shall be final and not appealable or otherwise susceptible to challenge.

3 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by
4 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
5 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
6 for filing in Court attesting to its due diligence and compliance with all of its obligations under
7 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
8 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
9 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
10 number of written objections and attach the Exclusion List. The Administrator will supplement
11 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
12 for filing the Administrator's declaration(s) in Court.

13 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
14 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
15 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
16 identification number only of all payments made under this Agreement. At least fifteen (15) days
17 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
18 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
19 of all payments required under this Agreement. Class Counsel is responsible for filing the
20 Administrator's declaration in Court.

21 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records,
22 Defendant represents there are 275 Class Members who collectively worked a total of 10,328
23 Workweeks during the Class Period, and 96 Aggrieved Employees who worked a total of 1,450
24 PAGA Pay during the PAGA Period. If, on final calculation, the total number of Workweeks is
25 greater than 10% higher than 10,328 Workweeks (i.e. greater than 11,361 Workweeks), then the
26 Gross Settlement Amount will be proportionally increased by the Workweeks worked in excess
27 of 11,361 by multiplying the excess Workweeks by the per Workweek value. If this provision is
28 triggered so as to increase the Gross Settlement Amount, Defendants will have the option to either

1 pay a proportional amount in addition to the Gross Settlement Amount for each additional such
2 unique workweeks that exceeds 10% above 10,328, or to shorten the Class Period end date at the
3 point at which the number of unique workweeks is no more than 10% above the 10,328 unique
4 workweeks (or 11,361 workweeks). The Parties agree that if Defendants elect to pay a
5 proportional amount in addition to the Gross Settlement Amount, the portion of the Gross
6 Settlement Amount allocated to attorneys' fees will increase proportionally such that the total
7 amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward
8 adjustment required by this provision is implemented.

9 **9. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
10 identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may,
11 but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants
12 withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that
13 neither Party will have any further obligation to perform under this Agreement; provided,
14 however, Defendants will remain responsible for paying all Settlement Administration Expenses
15 incurred to that point. Defendants must notify Class Counsel and the Court of its election to
16 withdraw not later than seven days after the Administrator sends the final Exclusion List to
17 Defense Counsel; late elections will have no effect.

18 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
19 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file
20 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of
21 the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
22 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide
23 drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
24 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
25 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

26 **10.1 Response to Objections.** Each Party retains the right to respond to any objection raised
27 by a Participating Class Member, including the right to file responsive documents in Court no
28 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
accepted by the Court.

1 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the scope of
3 release to be granted by Class Members), the Parties will expeditiously work together in good
4 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
5 Approval. The Court's decision to award less than the amounts requested for the Class
6 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation
7 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
8 modification to the Agreement within the meaning of this paragraph.

9 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
10 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
11 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
12 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

13 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
14 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
15 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
16 counsel, and all Participating Class Members who did not object to the Settlement as provided in
17 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
18 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
19 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
20 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
21 obligations to perform under this Agreement will be suspended until such time as the appeal is
22 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
23 of the Net Settlement Amount.

24 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
26 modification of this Agreement (including, but not limited to, the scope of release to be granted
27 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
28 expeditiously work together in good faith to address the appellate court's concerns and to obtain

Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association,

1 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
2 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
3 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
4 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
5 government agency. Each Party agrees to immediately notify the other Party of any judicial or
6 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
7 Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any
8 conversation or other communication, before the filing of the Motion for Preliminary Approval,
9 with any third party regarding this Agreement or the matters giving rise to this Agreement except
10 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
11 restrict Class Counsel's communications with Class Members in accordance with Class Counsel's
12 ethical obligations owed to Class Members.

13 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
14 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
15 from the Judgment. Nothing in this paragraph shall be construed to restrict the Parties or their
16 respective counsel's ability to communicate with Class Members for purposes of informing them
17 about this Settlement and its procedures.

18 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties
20 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
21 inducements made to or by any Party.

22 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
24 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
25 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
26 terms of this Agreement including any amendments to this Agreement.

27 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
28 best efforts, in good faith, to implement the Settlement by, among other things, modifying the

1 Settlement Agreement, submitting supplemental evidence and supplementing points and
2 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
3 or content of any document necessary to implement the Settlement, or on any modification of the
4 Agreement that may become necessary to implement the Settlement, the Parties will seek the
5 assistance of a mediator and/or the Court for resolution.

6 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
8 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
9 action, or right released and discharged by the Party in this Settlement.

10 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
11 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
12 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
13 Part 10, as amended) or otherwise.

14 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed by all Parties or their
16 representatives, and approved by the Court.

17 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
18 to the benefit of, the successors of each of the Parties.

19 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the state of California, without
21 regard to conflict of law principles.

22 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
23 of this Agreement. This Agreement will not be construed against any Party on the basis that the
24 Party was the drafter or participated in the drafting.

25 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
26 entered during Actions and in this Agreement relating to the confidentiality of information shall
27 survive the execution of this Agreement.

28 ///

1 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
2 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
3 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
4 connection with the Settlement, may be used only with respect to this Settlement, and no other
5 purpose, and may not be used in any way that violates any existing contractual agreement, statute
6 or California Rules of Court rule. Not later than 90 days after the Effective Date, Class Counsel
7 shall destroy all paper and electronic versions of Class Data received from Defendants unless,
8 prior to the Effective Date, Defendants make a written request to Class Counsel for the return,
9 rather than the destruction, of Class Data

10 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
11 inserted for convenience of reference only and does not constitute a part of this Agreement.

12 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
13 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
14 weekend or federal legal holiday, such date or deadline shall be on the first business day
15 thereafter.

16 12.17 Notice. All notices, demands, or other communications between the Parties in
17 connection with this Agreement will be in writing and deemed to have been duly given as of the
18 third business day after mailing by United States mail, or the day sent by email or messenger,
19 addressed as follows:

20
21 To Plaintiffs:

22 John G. Yslas
23 john.yslas@wilshirelawfirm.com
24 Diego Aviles
25 diego.aviles@wilshirelawfirm.com
26 Harry Erganyan
27 harry.erganyan@wilshirelawfirm.com
28 Mariam Nazaretyan
mariam.nazaretyan@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 9001
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendants:

Ian B. Wieland
 ian@sw2law.com
 Daniella M. Crisanti
 daniella@sw2law.com
SAGASER, WATKINS & WIELAND PC
 5260 North Palm Avenue, Suite 400
 Fresno, California 93704
 Telephone: (559) 421-7000
 Facsimile: (559) 473-1483

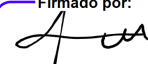
12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

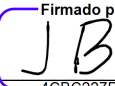
By the Parties:

DATED: 3/2/2026

Firmado por:

 4CBC227DF6F9479...

Plaintiff Adrian Pacheco

DATED: 3/3/2026

Firmado por:

 4CBC227DF6F9479...

Plaintiff Juan Bautista

1 DATED: 3-8-2026

2
3 **K.A. Vanderham Dairy**

4 By: [Signature]

5 Position: Partner

6
7 DATED: 3-8-2026

8 **Dick Vanderham & Sons Dairy**

9 By: [Signature]

10 Position: Partner

11
12
13 [FURTHER SIGNATURES ON FOLLOWING PAGE]

14 Approved by counsel:

15
16 DATED:

WILSHIRE LAW FIRM

17
18 BY: _____

19 John G. Yslas

20 Diego Aviles

21 Counsel for Plaintiffs

22 DATED: 3/9/26

SAGASER, WATKINS & WIELAND

23
24
25 BY: [Signature]

26 Ian B. Wieland

Daniella M. Crisanti

27 Counsel for Defendants K.A. Vanderham Dairy and
28 Dick Vanderham & Sons Dairy

1 DATED: _____

2
3 **K.A. Vanderham Dairy**

4 By: _____

5 Position: _____

6
7 DATED: _____

8 **Dick Vanderham & Sons Dairy**

9 By: _____

10 Position: _____

11
12
13 [FURTHER SIGNATURES ON FOLLOWING PAGE]

14 Approved by counsel:

15
16 DATED: March 2, 2026

WILSHIRE LAW FIRM

17
18 BY:  _____

19 John G. Yslas

20 Diego Aviles

21 Counsel for Plaintiffs

22 DATED:

SAGASER, WATKINS & WIELAND

23
24
25 BY: _____

26 Ian B. Wieland

Daniella M. Crisanti

27 Counsel for Defendants K.A. Vanderham Dairy and
28 Dick Vanderham & Sons Dairy

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Pacheco, et al. v. K.A. Vanderham Dairy, et al.
Case No. VCU302174 (Tulare County Superior Court)

***The Tulare County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and a representative action lawsuit (“Action”) against K.A. Vanderham Dairy and Dick Vanderham & Sons Dairy (“Defendants”) for alleged wage and hour violations. The Actions were filed by former employees, Adrian Pacheco and Juan Bautista, and seek payment of back wages and other relief for a class of all persons currently or formerly employed by Defendants as hourly-paid, non-exempt employees in the State of California (“Class Members”) who worked for Defendants during the Class Period (September 26, 2019 through May 4, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendants during the PAGA Period (January 16, 2023 through May 4, 2025) (“Aggrieved Employees”)

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendants to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendants for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendants for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendants for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendants' records indicate that you worked for Defendants at some point(s) between September 26, 2019 through May 4, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you may also an "Aggrieved Employee" if you worked for Defendants during the "PAGA Period," which is January 16, 2023 through May 4, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Tulare County Superior Court, and the case is titled, *Pacheco, et al. v. K.A. Vanderham Dairy, et al.*, Case No. VCU302174. The persons who sued, Adrian Pacheco and Juan Bautista, are the Plaintiffs, and the companies sued, K.A. Vanderham Dairy and Dick Vanderham & Sons Dairy, are the Defendants.

QUESTIONS? CALL 1-800-355-0700 TOLL FREE

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuit alleges wage and hour violations against Defendants for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices. In addition, Plaintiffs are seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendants deny Plaintiffs’ claims and deny any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiffs or Defendants on the merits of the claims alleged in the lawsuit. Plaintiffs believe they would win at trial. Defendants think that Plaintiffs’ lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as Plaintiffs’ lawyers (called “Class Counsel”), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendants who were classified as non-exempt and worked within the State of California at any time from September 26, 2019 through May 4, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay a Gross Settlement Amount (“GSA”) of \$320,168.00 (Three Hundred Thirty Thousand Dollars and Zero Cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one third (1/3) of the GSA (currently \$106,722.66) and up to \$16,000.00 in costs; a Class Representative Service Payment of \$7,500.00 to Plaintiffs (for Plaintiffs’ work and efforts prosecuting this case); a PAGA Penalties payment of \$20,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administration, not to exceed \$7,690.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$XXXXXXX**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$20,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$5,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendants’ records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (September 26, 2019 through May 4, 2025). Ninety percent (90%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and five percent (5%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement for reimbursement. The remaining five percent (5%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 5% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from January 16, 2023 through May 4, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported

on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendants and all of Defendants' subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The “Released Class Claims” are all claims, rights, demands, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiffs in the Operative Class Complaint, or that could have been brought by Plaintiffs against Defendants in the Operative Class Complaint based on the facts alleged therein.

Released PAGA Claims: If you are an Aggrieved Employee (i.e. if you worked for Defendants during the PAGA Period), you will also release all claims for civil penalties that were alleged or could have been alleged in the Operative PAGA Complaint and the PAGA Notice based on the facts alleged therein during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 60 days after Class Notice is Mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

APEX CLASS ACTION ADMINISTRATION
Pacheco, et al. v. K.A. Vanderham Dairy, et al.
1.800.355.0700
Irvine, California 92618
admin@apexclassaction.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendants during the PAGA Period (January 16, 2023 through May 4, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendants in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 60 days after Class Notice is Mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
Diego Aviles
diego.aviles@wilshirelawfirm.com
Harry Erganyan
harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan
mariam.nazaretyan@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to one third (1/3) of the GSA (currently \$106,722.66) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$16,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiffs Adrian Pacheco and Juan Bautista in the amount of \$7,500.00 each in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

APEX CLASS ACTION ADMINISTRATION
Pacheco, et al. v. K.A. Vanderham Dairy, et al.
1.800.355.0700
Irvine, California 92618
admin@apexclassaction.com

QUESTIONS? CALL 1-800-355-0700 TOLL FREE

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

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

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [redacted] on [redacted] in Department 7 of the Tulare County Superior Court located at 221 S. Mooney Blvd., Visalia, CA 93291 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendants about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Apex Class Action Administration, by calling toll free 1-800-355-0700, or you can write to the Administrator at the following address:

APEX CLASS ACTION ADMINISTRATION
Pacheco, et al. v. K.A. Vanderham Dairy, et al.
1.800.355.0700
Irvine, California 92618
admin@apexclassaction.com

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

EXHIBIT 3

Evette Padilla

From: no-reply@formassembly.com
Sent: Friday, March 13, 2026 3:48 PM
To: Evette Padilla
Subject: Thank you for your Proposed Settlement Submission

03/13/2026 03:47:49 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 03/13/2026 03:47:49 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1005098-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cevette.padilla%40wilshirelawfirm.com%7C88dbddaa37e24374bea308de815295c6%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639090388883489211%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiwlLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoiTWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=LYKhz4D0jiXINK3zhzxe1X9m9cv9mUVM1cjFaHY%2BpTQ%3D&reserved=0

EXHIBIT 4



Quotation Request:

Mariam Nazaretyan
 Wilshire Law Firm, PLC
 mariam.nazaretyan@wilshirelawfirm.com
 213.381.9988

Case Name: KA Vanderham Dairy (Pacheco)
Date: Tuesday, June 17, 2025
RFP Number: 45412008

Prepared By:

Nick Day
 Apex Class Action LLC
 nickday@apexclassaction.com
 949.563.6650

Settlement Specifications	
Estimated Class Size:	275
Certified Language Translation:	Yes
Static Settlement Website:	Yes
Percentage of Undeliverable Mail:	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	275	\$412.50
USPS First Class Postage	Per Piece	\$0.73	275	\$200.75
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	55	\$110.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$63.50	1	\$63.50
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$2,256.75

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$75.00	1	\$75.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$575.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	275	\$412.50
USPS First Class Postage	Per Piece	\$0.73	275	\$200.75
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	28	\$55.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$400.00	1	\$400.00
			Sub Total:	\$3,338.25

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

				WILL NOT EXCEED: \$7,690.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.