STIPULATION OF CLASS AND PAGA SETTLEMENT

This Stipulation of Class and PAGA Settlement ("**Settlement Agreement**") is reached by and between: (i) Gabriel Garcia Mancilla and Juan Diaz ("**Plaintiffs**"), individually and on behalf of all Aggrieved Employees, defined below, and members of the Settlement Class, defined below, on the one hand; and (ii) Defendant Sierra View Dairy, a general partnership ("**Sierra View Dairy**" or "**Defendant**") on the other hand (Plaintiffs and Defendant are referred to herein as the "**Parties**"). Plaintiffs are represented by Daniel J. Brown of Stansbury Brown Law, PC ("**Class Counsel**"). Defendant is represented by Ian B. Wieland and Justin G. Donner of Sagaser, Watkins & Wieland, PC.

Plaintiffs filed a class action complaint ("**Complaint**") against Defendant on June 13, 2024, in Tulare County Superior Court, Case No. VCU309938, which alleges causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) waiting time penalties; (6) wage statement violations; (7) unfair competition; and (8) failure to reimburse for necessary business expenses. Plaintiffs filed a First Amended Class and Representative Action Complaint ("**FAC**" or the "Operative Complaint") on September 16, 2024, to add an additional cause of action for civil penalties under the Private Attorneys General Act ("**PAGA**") pursuant to Labor Code section 2698 *et seq.* based on claims asserted in the PAGA letter submitted to the Labor and Workforce Development Agency ("**LWDA**"), LWDA Case No. LWDA-CM-1033867-24 on June 13, 2024. This matter, including the pleadings in this case (i.e., Complaint and FAC) and the filings with the LWDA are referred to herein as the "**Action**".

On July 18, 2025, Plaintiffs and Defendant, represented by their respective counsel of record, privately mediated the Action before respected mediator Russ Wunderli, Esq. The Parties were able to reach a resolution following mediation and several months of further negotiations, which shall be presented to the Court for approval.

Prior to entering into settlement discussions, the Parties conducted significant investigation of the facts and law through formal and informal discovery, which included review and analysis of Defendant's policies and putative class members' and Aggrieved Employees' time records and payroll records. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiffs' claims, the defenses thereto, and the damages and penalties claimed by Plaintiffs in the Action. As a result of the Parties' thorough investigation of the allegations and defenses thereto, they were able to reach an agreement for a global settlement after extensive negotiations.

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Action on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to avoid further litigation and resolve the disputed claims asserted in this Action.

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1. Certification for Settlement Purposes.

For the purposes of this Settlement Agreement and releasing the class claims in the FAC only, the Parties stipulate to conditional certification of the following Settlement Class (hereinafter, the "**Settlement Class**" or "**Settlement Class Members**"):

> All current and former California non-exempt employees of Defendant Sierra View Dairy who worked for Defendant in California at any time during the period of June 13, 2020, through October 29, 2025 (the "**Class Period**").

This stipulation of class treatment is contingent on court approval. Should the Court not grant approval of this Agreement, then Plaintiffs will be required to seek class certification.

2. Aggrieved Employees.

For the purposes of this Settlement Agreement only, the Parties stipulate that the "**Aggrieved Employees**" shall be defined as:

> All current and former California non-exempt employees of Defendant Sierra View Dairy who worked for Defendant in California at any time during the period of June 13, 2023, through October 29, 2025 (the "**PAGA Period**").

3. Releases.

A. Released Parties. As referenced herein, **Released Parties** shall collectively mean: Defendant Sierra View Dairy and each of its past or current partners and both each individual partner's, or the partnership's collective, past or present owners, parents, subsidiaries, affiliated entities, commonly owned or controlled entities, board members, officers, directors, trustees, shareholders, members, partners, employees, clients, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for the claims by Plaintiff, the **Released Class Claims**, and/or **Released PAGA Claims** further described herein could be assigned under any theory of law, including but not limited to pursuant to Labor Code section 558.1, or on a joint-employer, alter-ego, or other liability theory.

B. Releases Effective Upon Full Payment of the GSA. Effective on the date when Defendant fully funds the entire Gross Settlement Amount ("**GSA**") and funds all employer payroll taxes owed on the wage portion of the individual Participating Member Payments, defined below, Plaintiffs, Settlement Class Members, the State of California, and Aggrieved Employees will release claims against all Released Parties as described below.

C. Released Class Claims. All Settlement Class Members who do not opt out of the settlement (collectively, "**Participating Settlement Class Members**") on behalf of themselves and their respective past and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims asserted in the Action and all claims that could have been asserted in the Action based on the facts pled in the Complaint, the FAC, or any of Plaintiffs' filings with the LWDA for the duration of the Class Period ("**Released Class Claims**"). The release extends to the limits of the Class Period. Without limiting the foregoing, Released Class Claims shall include:

i. All claims relating to unpaid wages (including minimum, straight-time, piece, or other form of wages); all claims related to the timeliness of wage payments (whether regular or final wages); all claims relating to the failure to provide compliant meal and rest periods; all claims relating to the failure to pay premiums for violations of meal and rest period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to the provision of wage statements, including the accuracy or substance of wage statements; all claims relating to the failure to maintain accurate employment records; all claims relating to the failure to reimburse necessary business expenses; and all claims relating to unfair business practices resulting from any of the foregoing.

ii. All claims arising under California Labor Code sections 201-210, 218.5, 218.6, 221, 222, 223, 226-226.7, 246, 248.2, 248.5, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.5, 2800, 2802, 2804, and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order 14-2001 [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)]), California Business Professions Code 17200 et seq. (including, without limitation, §§17200 through 17208, but limited to claims arising from the labor code violations released herein); and all claimed or unclaimed, but reasonably could have been claimed based on the facts alleged. All remedies associated with any of the claims described herein, including but not limited to compensatory, consequential, incidental, liquidated, punitive, statutory penalties, civil penalties, restitution, interest, costs, attorneys' fees, or injunctive and/or other equitable relief, and other amounts recoverable under the Released Class Claims under California law.

iii. The Parties intend that this release be construed as broadly as allowed by law. The releases exclude the release of claims not permitted by law. The parties warrant and represent that the releases resolve, pursuant to Labor Code sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed to Participating Class Members through their last day of employment with the Released Parties within the Class Period. As stated in this definition, Released Class Claims cover any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, pleadings in the Action, or LWDA filings arising during the Class Period. The Parties acknowledge that there are FLSA provisions that are direct federal law counterparts that meet this definition. By virtue of this release, any claims under the FLSA that are predicated on the Released

Class Claims are subject to res judicata pursuant to applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.*, 899 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action.

D. Released PAGA Claims. The State of California (including any office or agency thereof) and Aggrieved Employees, regardless of whether they opt out of the Settlement Class, on behalf of themselves and their respective past and present representatives, agents, attorneys, heirs, administrators, successors, and assigns will release and discharge the Released Parties from all claims for civil penalties or any other available relief available under the Labor Code Private Attorneys General Act ("PAGA") asserted in the Action and all PAGA claims that could have been asserted in the Action based on the facts pled in the First Amended Class and Representative Action Complaint or pleadings of the Action and/or documents filed with the LWDA (i.e., the notice Plaintiffs allege they sent to the LWDA on June 13, 2024), that arose during the PAGA Period ("**Released PAGA Claims**"). The release extends to the limits of the PAGA Period. Without limiting the foregoing, Released PAGA Claims shall include:

iv. All claims for remedies recoverable under PAGA relating to unpaid wages (including minimum, overtime, straight-time, piece, or other form of wages); all claims for remedies recoverable under PAGA related to the timeliness of wage payments (whether regular or final wages); all claims for remedies recoverable under PAGA related to the calculation of the regular rate of pay, including claims for unpaid overtime wages, paid sick leave, or other pay as a result of the improper calculation of the regular rate of pay; all claims for remedies recoverable under PAGA relating to the failure to provide compliant meal and rest periods; all claims for remedies recoverable under PAGA relating to the failure to pay premiums for violations of meal and rest period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for remedies recoverable under PAGA relating to the provision of wage statements, including the accuracy or substance of wage statements; all claims for remedies recoverable under PAGA relating to the failure to maintain accurate employment records; all claims for remedies recoverable under PAGA relating to the failure to reimburse necessary business expenses; all claims for remedies recoverable under PAGA for failing to permit and authorize Aggrieved Employees to exercise the use of their accrued paid sick leave days pursuant to Labor Code §§246, 248, and/or 248.2; and, all claims for remedies recoverable under PAGA for failing to provide legally mandated disclosures and/or written notices regarding the terms of employment pursuant to Labor Code §2810.5, and all claimed or unclaimed penalties recoverable via PAGA under California law arising from the claims alleged in the operative complaints or filings with the LWDA. The Parties intend that this release be construed as broadly as allowed by law. The release excludes the release of claims not permitted by law.

v. All claims for penalties or remedies recoverable under PAGA arising under, or due to a violation of, California Labor Code §§201-210, 218.5, 218.6, 221, 222, 223, 226-226.7, 246, 248.2, 248.5, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.5, 2800, 2802, and 2804, and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order 14-2001 [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)]),and other default remedies under PAGA pursuant to Labor Code §2699 et seq.;

vi. All remedies associated with any of the claims described herein, including but not limited to civil penalties, costs, attorneys' fees, or injunctive and/or other equitable relief.

E. Plaintiffs' General Release of Unknown Claims. In light of their Class Representative Service Awards, Plaintiffs both agree to release, on behalf of themselves and their respective past and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, in addition to the Released Class and PAGA Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any workers compensation claims or any other claims which cannot be released as a matter of law. Expressly excluded from this Release are any claims Plaintiff Mancilla may have related to his alleged unlawful termination and alleged disability discrimination, which are resolved by separate agreement (this limitation does not apply to Plaintiff Diaz). Except as limited in two previous sentences, by way of example, and without limiting the all-encompassing nature of this release, Plaintiff Mancilla and Plaintiff Diaz specifically release claims under all applicable laws, including, but not limited to, Title VII of the Civil Rights Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Family Medical Leave Act, the Employee Retirement Income Security Act, the Consolidated Omnibus Reconciliation Act of 1986, the Equal Pay Act, the Americans with Disabilities Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, applicable California Wage Order provisions, the California Government Code, the California Civil Code, the California Business and Professions Code, and all common law claims, whether arising in tort or contract. Notwithstanding the foregoing, Plaintiffs understand that this release includes unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

4. <u>**Settlement Payment**</u>. In exchange for the releases set forth in this Settlement Agreement, Defendant agrees to pay a common fund of One Hundred Fifty-Five Thousand Dollars and Zero Cents ($155,000.00) ("**Gross Settlement Amount**" or "**GSA**"), which includes Twenty-Seven Thousand Dollars and Zero Cents ($27,000.00) already paid to certain putative class members via individual settlement agreements entered into after this Action was filed ("**Individual Class Member Settlements**") in full and complete settlement of this matter. Besides the triggering of the escalator clause pursuant to Paragraph 4(D) of this Settlement Agreement and Defendant's payment of its share of payroll taxes pursuant to Paragraph 4(C) of this Settlement Agreement, in no event shall Defendant be required to pay more than the GSA. The GSA shall be paid as follows:

A. Funding of the Gross Settlement Amount. The GSA minus the Individual Class Member Settlements ("Outstanding Funds") shall be deposited with the Settlement Administrator within fifteen (15) business days after the Effective Settlement Date (defined below). The Outstanding Settlement Funds to be deposited with the Settlement Administrator equals One Hundred Twenty-Eight Thousand Dollars and Zero Cents ($128,000.00). Beside the circumstances described at Paragraphs 4(C) and 4(D), Defendant is only required to provide the Outstanding Funds to the Settlement Administrator.

B. Non-Reversionary. This is a non-reversionary settlement. The Gross Settlement Amount includes:

i. All payments to the Aggrieved Employees and Settlement Class;

ii. Settlement Administrator. All fees and expenses of the settlement administrator associated with the administration of the settlement, subject to Court approval, which are anticipated to be no greater than Five Thousand Seven Hundred Ninety Dollars and Zero Cents ($5,790.00). The Parties agree to the appointment of Apex Class Action Administration as the settlement administrator ("**Settlement Administrator**") and to Class Counsel seeking Court approval to pay up to Five Thousand Seven Hundred Ninety Dollars and Zero Cents ($5,790.00) from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for sending all required notices in both English and Spanish, providing written reports to Class Counsel and Defense Counsel, calculating the Net Settlement Amount, calculating each Settlement Class Member's and Aggrieved Employees' Participating Member Payment amount, preparing all checks and mailings, disbursing all residuals resulting from uncashed settlement checks as set forth in Paragraph 5(C), establishing a static website for relevant documents, and providing declarations regarding the Settlement Administrator's background and services for Preliminary Approval and Final Approval. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after checks have been mailed to all Participating Settlement Class Members and Aggrieved Employees (collectively, "**Participating Members**");

iii. Class Representative Service Award. Up to Five Thousand Dollars and Zero Cents ($5,000.00) each, for a total of Ten Thousand Dollars and Zero Cents ($10,000.00), for class representative service awards to Plaintiffs Gabriel

Garcia Mancilla and Juan Diaz subject to Court approval, in recognition of Plaintiffs' general release of claims, contributions to the Action, and service to the Settlement Class. Defendant will not object to a request that is consistent with this Agreement for Class Representative Service Awards for Plaintiffs in exchange for the general release of their claims and waiver of Civil Code Section 1542, their time and risks in prosecuting this case, and their service to the Settlement Class. These payments will be in addition to Plaintiffs' Participating Member Payments as Participating Members and shall be reported on respective IRS Forms 1099 by the Settlement Administrator. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Service Awards and shall hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. In the event that the Court reduces or does not approve the requested Class Representative Service Awards, the Settlement Agreement remains in full force and effect, Plaintiffs shall not have the right to revoke the settlement for that reason, and it shall remain binding. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement;

iv. Class Counsel Fees and Costs. Up to thirty-five percent (35%) of the Gross Settlement Amount in attorneys' fees, which is currently estimated to be Fifty-Four Thousand Two Hundred Fifty Dollars and Zero Cents ($54,250.00), plus up to Twenty Thousand Dollars and Zero Cents ($20,000.00) in verified costs and expenses related to the Action as supported by declaration. The Parties agree that the filing of this Lawsuit was a catalyst motivating Defendant to enter into the Individual Class Member Settlement Agreements and therefore it is fair to compensate Class Counsel based on a percentage of the entire GSA, including the value of payments already made to Settlement Class Members as a result of their Individual Settlement Agreements pursuant to *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiffs shall not have the right to revoke the settlement for that reason, and it shall remain binding. Any portion of the requested Class Counsel Fees and Costs that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. If the Gross Settlement Amount increases pursuant to Paragraph 4(D), the amount of fees requested by Class Counsel will increase proportionally such that the requested award is thirty-five percent of the GSA. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. Defendants shall have no obligation to Plaintiff, Settlement Class Members, Aggrieved Employees, or Class Counsel for any attorneys' fees and statutorily recoverable costs incurred in prosecuting this Action other than the amount that will be deducted from the Outstanding Funds from the GSA as stated herein; and

v. PAGA Penalties. Five Thousand Dollars and Zero Cents ($5,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code section 2699(i), sixty-five percent (65%) of such penalties, or Three Thousand Two Hundred Fifty Dollars and Zero Cents ($3,250.00) will be payable to the Labor & Workforce Development Agency ("**LWDA Payment**"), and the remaining thirty-five percent (35%), or One Thousand Seven Hundred Fifty Dollars and Zero Cents ($1,750.00) will be payable to the Aggrieved Employees as the "**PAGA Amount**." The LWDA Payment and PAGA Amount are collectively referred to herein as the "**PAGA Penalties**".

C. Payroll Tax Payments. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount, as detailed further in Section 5B below.

D. Class Escalator Clause. The Settlement is based on a release of approximately 5,000 Class Workweeks during the Class Period. If the actual number of Class Workweeks worked during the Class Period exceeds the above number by more than ten percent (10%) (i.e., more than 5,500 Class Workweeks), Defendant shall have the exclusive right to elect between the two following options: (a) increase the Gross Settlement Amount on a pro-rata basis to purchase the additional Class Workweeks in excess of 5,500 (e.g., if the number of Class Workweeks exceeds 5,000 by 25%, then Defendant can elect to increase the Gross Settlement Amount by 15% as a pro rata contribution for each additional workweek above the 10% buffer). Defendant may elect to utilize a date earlier than October 29, 2025, for a partial pro-rata increase, as long as this date does not predate the mediation date of July 18, 2025; or (b) cutting off the release period at a date that avoids the pro rata increase as long as that date does not predate September 5, 2025 (the date of data production). If the number of Class Workweeks worked through September 5, 2025 exceeds 5,500, Defendant shall increase the Gross Settlement Amount on a pro-rata basis to purchase all Class Workweeks in excess of 5,500 through September 5, 2025. The Settlement Administrator shall notify the Parties of the actual Class Workweek count within seven (7) days of receiving the data from Defendant pursuant to paragraphs 7(A) – (B) below. Defendant shall advise Class Counsel of its election within twenty (20) days of receiving such notice from the Settlement Administrator. If no notice is received within that time frame Defendant will be deemed to have elected option (b) of this paragraph.

A "**Class Workweek**" shall be any calendar week in which the Settlement Class Member worked at least one shift performing work for Defendant during the Class Period based on Defendant's records.

A "**PAGA Pay Period**" shall be any pay period in which Aggrieved Employees worked at least one shift performing work for Defendant during the PAGA Period based on Defendant's records.

E. **Effective Settlement Date.** The Effective Settlement Date of this settlement shall be 30 days after all of the following occurs: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement and notice is Provided by Plaintiffs to Defendant regarding the same; and (b) the Judgment is "final." ("**Effective Settlement Date**".) The Judgment is "final" as of the latest of the following occurrences: (i) if no Participating Class Member nor the LWDA objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members or the LWDA objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; (iii) if one or more Participating Class Members or the LWDA moves to intervene after Judgment in order to effectively object to the Settlement by seeking to vacate or modify the Judgment, the day after the deadline for filing a notice of appeal from the Judgment; or (iv) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. In no event will the Effective Settlement Date occur prior to July 1, 2026. If the Effective Settlement Date technically occurs prior to July 1, 2026, per the above calculations, then it shall be bumped to July 1, 2026, for the purposes of calculating further obligations detailed within this Agreement including, but not limited to, transferring Outstanding Funds.

F. **Disbursement of Gross Settlement Amount.** Within ten (10) calendar days following the funding of the Gross Settlement Amount with the Settlement Administrator by Defendant, the Settlement Administrator will finalize Participating Member Payments and mail individual Participating Member Payments and transfer to Class Counsel its attorney's fees and verified costs.

5. **Participating Member Payment Procedures**. Participating Members are not required to submit a claim form to receive their share of the Settlement ("**Participating Member Payment**"). Participating Member Payments will be determined and paid as follows:

A. **Net Settlement Amount**: The Net Settlement Amount is the Gross Settlement Amount after the following deductions are made: (a) all Court awarded costs of settlement administration; (b) court awarded Class Representative Service Awards to Plaintiffs; (c) the court awarded LWDA Payment; (d) court awarded costs and attorneys' fees for Class Counsel; and (e) the Individual Class Member Settlements already paid in the amount of $27,000.00 as detailed below at Section 5(A)(iii). The Net Settlement Amount shall be available for Participating Members. From the Net

Settlement Amount, the Settlement Administrator will calculate each Participating Member Payment based on the following formula:

i. PAGA Amount. Each Aggrieved Employee shall receive a portion of the One Thousand Seven Hundred and Fifty Dollars and Zero Cents ($1,750.00) that has been designated as the PAGA Amount based on their proportionate share of PAGA Pay Periods by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all Aggrieved Employees.

ii. Remainder. The remainder of the Net Settlement Amount shall be distributed to each Participating Settlement Class Member based on their proportionate share of Class Workweeks, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Participating Settlement Class Member's Class Workweeks, and the denominator of which is the total Class Workweeks of all Participating Settlement Class Members.

iii. Individual Class Member Settlements. Amounts already paid to Settlement Class Members as part of their Individual Class Member Settlements shall be included in the pro rata allocation detailed above, but shall ultimately be deducted from the amount of their Individual Settlement Awards and, as a result, the Gross Settlement Amount as a whole. In no event shall a Settlement Class Members' who executed an Individual Settlement Agreement have a negative (less than "0") award under this Agreement after deduction of the amount they previously received. If an individual Class Members received more through an Individual Class Member Settlement than their calculated award under this Agreement, that Class Member shall not repay any amounts and the surplus amount will be deducted from the available Net Settlement Fund. If an individual Class Member received an Individual Class Member Settlement but excludes themselves from being a Settlement Class Member, then the amount they received from the Individual Class Member Settlement shall still be deducted from the Net Settlement Fund.

B. Participating Member Payment Tax Treatment. For purposes of calculating applicable taxes, ten percent (10%) of each payment shall be designated as wages subject to W-2 reporting and normal payroll withholdings; 5% as reimbursement of business expenses; and the remaining eighty-five percent (85%) shall be designated as consideration for the release executed through participation, penalties, and interest subject to IRS Form 1099 reporting with no withholdings. Additionally, 100% of the PAGA Amount paid to Aggrieved Employees shall be designated as penalties subject to IRS Form 1099 reporting with no withholdings.

C. Deadline to Negotiate Participating Member Payment. Each Participating Member who receives a Participating Member Payment must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. Any funds payable to Participating Members whose checks are not negotiated within one hundred eighty (180) days will not be reissued and will be transferred by the Settlement Administrator to CASA of Tulare County, as the designated *cy pres.*

D. Defendant shall be deemed to have fully discharged its obligations to each Participating Member when the Settlement Administrator mails each Participating Member a settlement check, regardless of whether such checks are actually received and/or negotiated by Participating Members. Neither Plaintiff, Defendants, nor their respective counsel shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his, her, or its own acts of omission or commission, the same is true for the Settlement Administrator. All Settlement Class Members and Aggrieved Employees shall be bound by all terms and conditions of this Settlement Agreement and the judgment entered in accordance herewith regardless of whether they actually receive notice, whether they actually receive their notice, and whether they actually negotiate their payment(s).

6. **<u>Preliminary Approval</u>**. Plaintiffs shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement only;

B. Appointing Daniel J. Brown of Stansbury Brown Law, PC as Class Counsel for the purposes of approval of the Settlement Agreement only;

C. Appointing Gabriel Garcia Mancilla and Juan Diaz as the Class Representatives for the Settlement Class and for the purposes of approval of the Settlement Agreement only;

D. Approving Apex Class Action Administration as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Class Notice Packet and directing the mailing of same in English and Spanish, with the Class Notice in substantially the form attached hereto as "Exhibit A";

G. Scheduling a Final Approval hearing; and

H. Pursuant to California Labor Code § 2699(s)(1)-(3), Class Counsel shall notify the LWDA of: (1) the Operative Complaint; (2) the Settlement at the same time that the Settlement Agreement is submitted to the Court; and (3) the Court's Final Approval Order and Judgment (within 10 days after entry of the Final Approval Order and Judgment or order by submitting the same). Proof of these submission will be provided to the Court and to Defendant's counsel.

7. **<u>Notice Procedures</u>**. Following preliminary approval, Settlement Class Members and Aggrieved Employees shall be notified as follows:

A. Within fourteen (14) days after notice of entry of an order preliminarily approving this Settlement Agreement is provided by the Court or Plaintiff, Defendant will provide the Settlement Administrator with a class list (in electronic format) including the full names, last known addresses, social security numbers, dates of employment, Class Workweeks and PAGA Pay Periods for each Aggrieved Employee and Settlement Class Member.

B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Settlement Class Members and Aggrieved Employees through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members and Aggrieved Employees; (ii) update the addresses of any Settlement Class Member or Aggrieved Employee for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Settlement Class Member or Aggrieved Employee in English and Spanish at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member or Aggrieved Employee immediately, and in any event within three (3) business days of obtaining the updated address.

D. **Opt-Out/Request for Exclusion Procedures.** Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail or fax a Request for Exclusion to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the "**Response Deadline**"). Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement.

    i. The Request for Exclusion should: (1) contain the name, address, telephone number of the Settlement Class Member; and (2)be signed by the Settlement Class Member. It must (1) contain a statement that the Settlement Class Member wishes to be excluded from the class settlement; and (2) be faxed or postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. However, a request for exclusion excludes only that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge. The date of the postmark on the Request for Exclusion, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their share of the PAGA Amount) or have any right to object, intervene, appeal, or comment thereon. Any Settlement Class Member who does not submit a Request for Exclusion is automatically deemed a Participating Settlement Class Member.

ii. <u>Defendant's Right to Terminate the Settlement Agreement</u>: Defendant shall have the right at its sole discretion to terminate the Settlement if more than 10% of Class Members timely elect to opt out of the Settlement, as determined by the Parties' selected Settlement Administrator. If Defendant exercise its right under this paragraph, Defendant shall be solely liable for administrative costs incurred by the Settlement Administrator.

iii. The Administrator must share the names of any excluded Class Members with Defendant's Counsel. The Administrator may also share the names of any excluded Class Members, via declaration to the Court, if ordered and required by the Court for its Final Approval order.

E. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel as well as filing them with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting individual's name; (2) include all objections and the factual or legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) objections must be postmarked on or before the Response Deadline. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment, but the LWDA may. There is no obligation for the Parties to provide amended notice if the Final Approval hearing is moved.

F. **Challenges to Participating Member Payment Calculations.** Each Notice Packet mailed shall disclose the amount of the individual's estimated Participating Member Payment, as well as of the number of attributable Class Workweeks and PAGA Pay Periods to Participating Member used to calculate the Participating Member Payment. Settlement Class Members and Aggrieved Employees will have the opportunity, should they disagree with Defendant's records regarding the number of Class Workweeks and PAGA Pay Periods stated in their Notice Packet, to challenge the data provided by contacting the Settlement Administrator. In order to challenge Defendant's data, the Settlement Class Member or Aggrieved Employee must provide documentation and/or an explanation to the Settlement Administrator demonstrating that Defendant's data is incorrect and evidencing the correct number of Class Workweeks and/or PAGA Pay Periods that the Settlement Class Member or Aggrieved Employee believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator may work with Defendant's Counsel to evaluate the Settlement Class Member's dispute. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

G. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Settlement Class Member's or Aggrieved Employee's Participating Member Payment, the allocation of W-2 wages, and the number of Class Workweeks and PAGA Pay Periods.

8. <u>Final Approval Process</u>. Following preliminary approval and the close of the Response Deadline under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiffs' application for Settlement Administrator's fees and expenses, Plaintiffs' Class Representative Service Awards, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the PAGA Penalties;

C. Entering judgment pursuant to California Rule of Court 3.769;

D. If Final Approval is granted, Plaintiffs shall submit a copy of the Superior Court's judgment to the LWDA after entry of the judgment or order, pursuant to Labor Code § 2699(l)(3).

9. **Defendant's Declaration.** Defendant shall provide a declaration to Class Counsel, which Class Counsel shall submit to the Court as part of their Motion for Preliminary Approval attesting (i) that at no time during the Class Period did Defendant employ twenty-six (26) or more employees in any pay period, including any employees provided by any farm labor contractor, (ii) the amount of money Defendant already paid to certain class members via Individual Settlement Agreements.

10. **Non-Admission.** Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Action, and that but for this settlement a class should not be certified in this Action. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code section 1152.

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

12. **No Public Comment, Publicity, or Marketing.** The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about this Action, this Agreement, or amount or terms of the Settlement. Class Counsel shall not use Defendant's names, Defendant's Counsel's names, or this Action in any statements for marketing purposes. Class Counsel agrees to refrain from publicizing or disclosing this Settlement in any manner, including on a website, social media, or other platform, except: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain, seek, and maintain approval of this settlement in court or as is necessary to provide settlement information to Class Members, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party.

13. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties or their representatives, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices**. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses of the Parties' representatives set forth below, or such other addresses as the Parties may designate in writing from time to time:

If to Defendant:	Ian B. Wieland, Esq. Justin G. Donner, Esq. SAGASER, WATKINS & WIELAND, PC 5260 North Palm Avenue, Suite 400 Fresno, CA 93704 ian@sw2law.com justin@sw2law.com
If to Plaintiffs:	Daniel J. Brown, Esq. STANSBURY BROWN LAW, PC 2610 ½ Abbot Kinney Blvd. Venice, CA 90291 dbrown@stansburybrownlaw.com

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

16. **Tax Obligations**. Defendant and Defendant's Counsel make no representation as to the tax treatment or legal effect of the payments called for in this Agreement, and Class Counsel, Plaintiffs, PAGA Employees, and Participating Members are not relying on any statement, representation, or calculation by Defendant or by the Administrator in this regard. Class Counsel, Plaintiffs, PAGA Employees, and Participating Members will be solely responsible for their payment of any taxes and penalties assessed on the payments described in this Agreement and should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE

PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

17. **Entire Agreement**. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Electronically generated signatures (e.g., DocuSign or Adobe) shall have the same legal effect as an ink signature and be fully valid and enforceable.

19. **Failure to Obtain Final Approval**. If the Court fails to grant either preliminary or final approval, the Parties shall be restored to their positions at the time of the execution of this Settlement Agreement, which shall include but not be limited to, all funds paid by Defendant shall be returned to Defendant, with the exception that if any settlement administration costs are due and payable, Plaintiffs and Defendant agree to split those costs. The Parties agree to meet and confer in good faith to see if the Parties can resolve any issues raised by the Court. However, no Party shall be obligated to consent to any material change (including but not limited to changes to the Gross Settlement Amount or the releases set forth herein) in the Agreement, whether or not such material change is caused or requested by the Court. The Parties shall have the continuing obligation to seek both preliminary approval of the settlement consistent with the terms set forth herein, until the Effective Settlement Date occurs. Such obligation shall only cease upon the written consent of all Parties.

20. **Settlement Awards Do Not Trigger Additional Benefits**. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that

payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).\

21. **Effects of Termination or Rescission of Settlement**. Termination or rescission of the Settlement Agreement shall have the following effects:

    A. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

    B. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney;

    C. The Preliminary Approval Order or Final Approval Order, if any, shall be vacated;

    D. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

    E. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

    F. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

22. **Use and Return of Class Data.** Information and documents provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class List provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or California Rules of Court rule. Not later than ninety (90) calendar days after the Effective Date, upon Defendant's request Class Counsel shall destroy all paper and electronic versions of the Class List or employee records (not including Plaintiff's) received from Defendant including, but not limited to, the Class List received through *Belaire-West* process or other employee information received in this matter.

23. **Continued Jurisdiction**. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the

terms of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

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[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

Date: ______________

____
Plaintiff Gabriel Garcia Mancilla

Date: ______________

____
Plaintiff Juan Diaz

Date: May 15, 2026

Kenneth De Groot (May 15, 2026 13:25:38 PDT)
____

Jeannette DeGroot, on behalf of
Defendant Sierra View Dairy

APPROVED AS TO FORM ONLY:

Date: June 3, 2026

SAGASER, WATKINS & WIELAND, PC

____
Ian B. Wieland
Justin G. Donner
Counsel for Defendant

APPROVED AS TO FORM AND THE CONTENTS OF SECTION 12 REGARDING PUBLICITY:

Date: ______________

STANSBURY BROWN LAW, PC

____
Daniel J. Brown
Counsel for Plaintiffs and Class

EXECUTION BY PARTIES AND COUNSEL

Date: 5/29/2026

Gabriel Garcia M
Plaintiff Gabriel Garcia Mancilla

Date: 5/29/2026

Juan Diaz
Plaintiff Juan Diaz

Date: ______________

____

__________________, on behalf of
Defendant Sierra View Dairy

APPROVED AS TO FORM ONLY:

Date: ______________

SAGASER, WATKINS & WIELAND, PC

____

Ian B. Wieland
Justin G. Donner
Counsel for Defendant

APPROVED AS TO FORM AND THE CONTENTS OF SECTION 12 REGARDING PUBLICITY:

Date: 6/1/26

STANSBURY BROWN LAW, PC

____

Daniel J. Brown
Counsel for Plaintiffs and Class

EXHIBIT A

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
Gabriel Garcia Mancilla, et al. v. Sierra View Dairy
Tulare County Superior Court
Case No.: VCU309938

To: All current and former non-exempt employees of Sierra View Dairy who performed work for Sierra View Dairy in California at any time from June 13, 2020, through October 29, 2025 (the "**Class Period**").

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in the matter of *Ramon Gabriel Garcia Mancilla, et al. v. Sierra View Dairy* Tulare County Superior Court, Case No. VCU309938 (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Sierra View Dairy ("Sierra View" or "Defendant") records show that you were employed as a non-exempt employee by Sierra View in California at any time from June 13, 2020 through October 29, 2025 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Gabriel Garcia Mancilla and Juan Diaz ("Plaintiffs") brought this Action against Sierra View seeking to assert claims on behalf of a class of all current and former non-exempt employees of Sierra View who performed work directly for Sierra View in California at any time from June 13, 2020 through October 29, 2025 (the "Settlement Class Members"). Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

The Action alleges that Defendants: (i) failed to pay employees all earned minimum and overtime wages; (ii) failed to provide all legally required meal and rest periods; (iii) failed to reimburse for necessary business expenses; (iv) failed to provide accurate and itemized wage statements; (v) failed to timely pay all wages due or final wages due upon separation of employment; and (vi) engaged in unlawful business practices as a result of the above-mentioned alleged violations, among other things and, as a result, are also liable for various statutory and civil penalties under the California Private Attorneys General Act ("PAGA").

Sierra View denies that it has done anything wrong. Sierra View also denies that they owe Settlement Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement is a compromise of disputed claims and should not be considered an admission of liability on the part of Defendant, by whom all liability is expressly denied.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of the Court not allowing the case to proceed as a class action, the risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

The Court has not ruled on Plaintiffs' claims. In granting preliminary approval of the Settlement, the Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable. A final determination on whether the Settlement is fair, adequate, and reasonable will be made at the Final Approval hearing (see below for hearing details).

<u>Your decision about whether to participate in the Settlement will not affect your employment.</u> California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of their decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs/Settlement Class:	Attorneys for Defendant Sierra View Dairy:
STANSBURY BROWN LAW, PC Daniel J. Brown dbrown@stansburybrownlaw.com 2610 ½ Abbot Kinney Blvd. Venice, California 90291 Tel: (323) 204-3124 www.stansburybrownlaw.com	**SAGASER, WATKINS & WIELAND, PC** Ian B. Wieland Justin G. Donner 5260 North Palm Avenue, Suite 400 Fresno, California 93704 Tel: (559) 421-7000 www.sagaserlaw.com

What are the terms of the Settlement?

Defendants have agreed to pay $155,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class Members (including payments in the amount of $27,000.00 already issued to Settlement Class Members as part of a settlement campaign), Private Attorney General Act Payment to Aggrieved Employees and the State of California, Class Counsel's attorneys' fees and expenses, Settlement administration costs, and the Class Representative's Service Award.

The following deductions from the Gross Settlement Amount will be requested by the Parties:

<u>Attorneys' Fees and Expenses.</u> Class Counsel have been prosecuting the Action on behalf of Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to thirty-five percent of the Gross Settlement Amount, which is currently estimated at $54,250.00 as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $20,000.00 in verified costs incurred in connection with the Action.

<u>Settlement Administration Costs.</u> The Court has approved Apex Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $5,790.00 from the Gross Settlement Amount to pay the settlement administration costs.

<u>Class Representative Service Award.</u> Class Counsel will ask the Court to award the Class Representative a Service Award in the amount of $5,000.00 for each Plaintiff (for a total of $10,000) to compensate them for their service and extra work provided on behalf of the Settlement Class Members.

<u>Payment to State of California.</u> The Parties have agreed to allocate $5,000.00 towards the Settlement of the PAGA claims in the Action. $3,250.00 will be paid to the State of California Labor and Workforce Development Agency ("LWDA"), representing its 65% share of the PAGA civil penalties. The remaining $1,750.00 will be allocated to Aggrieved Employees (Settlement Class members who were employees of Sierra View who performed work

in California at any time from June 13, 2023, through October 29, 2025 (the "PAGA Period")), as part of the Net Settlement Amount described below.

Previously Paid Settlement Funds. Sierra View has already some settlement funds to the Settlement Class Members, in the amount of $27,000, with these individual settlement agreements ("Individual Agreement") being entered into after the commencement of this Action. This $27,000 will also be deducted from the Gross Settlement Amount and Individual Participating Member Payments.

Calculation of Settlement Class Members' Individual Participating Member Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the "Net Settlement Amount," which will be distributed to all Settlement Class Members who do not submit a valid and timely request for exclusion ("Participating Settlement Class Members") (described below). The Net Settlement Amount is estimated at approximately $______________, and will be divided as follows:

(i) $1,750.00 of the Net Settlement Amount has been designated as the "PAGA Amount" and will be distributed to each Aggrieved Employee based on the proportionate number of PAGA Pay Periods (defined as any calendar week during the PAGA Period in which an Aggrieved Employee worked at least one shift performing work for Sierra View during the PAGA Period (June 13, 2023, through October 29, 2025). Settlement Class Members cannot opt out of the PAGA portion of the settlement, and will receive their portion of the PAGA Amount regardless of their decision to opt out of the class settlement.

(ii) The remainder of the Net Settlement Amount will be distributed to each Participating Settlement Class Member based on the proportionate number of Class Workweeks (defined as any calendar week during the Class Period in which a Settlement Class Member performed work for Sierra View Dairy) during the Class Period (from June 13, 2020 through October 29, 2025).

Payment of the Settlement. If the Court grants final approval of the Settlement, individual Participating Member Payments will be mailed to all Settlement Class Members for their portion of the PAGA Amount regardless of whether they submit a Request for Exclusion. In addition, Participating Settlement Class Members will receive additional compensation as part of their individual Participating Member Payments comprised of their portion of the Net Settlement Amount as described above.

Allocation and Taxes. For tax purposes, each Participating Member Payment shall be treated as follows: 10% as "wages," for which an IRS Form W-2 will be issued; 5% as reimbursement of business expenses, and 85% shall be designated as consideration for the release executed through participation, penalties, and interest subject to IRS Form 1099 reporting with no withholdings. Settlement Class Members are responsible for the proper income tax treatment of the individual Participating Member Payments. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of awards they receive under the Settlement.

Class Release. If the Court approves the Settlement, each Participating Settlement Class Member (on behalf of themselves and their respective past and present representatives, agents, attorneys, heirs, administrators, successors, and assigns), will fully release and discharge Defendant Sierra View Dairy each of its past or current partners and both each individual partner's, or the partnership's collective, past or present owners, parents, subsidiaries, affiliated entities, commonly owned or controlled entities, board members, officers, directors, trustees, shareholders, members, partners, employees, clients, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for the claims by Plaintiff, the Released Class Claims, and/or Released PAGA Claims further described herein could be assigned under any theory of law, including but not limited to pursuant to Labor Code section 558.1, or on a joint-employer, alter-ego, or other liability theory (the "Released Parties') from all claims not assertable under PAGA that Plaintiffs alleged, or could have alleged, by reason of or in connection with any matter or fact set forth in the Action during the Class Period ("Released Class Claims"). Without limiting the foregoing, the Released Class Claims shall include: **(1)** all claims relating to unpaid wages (including minimum, straight-time, piece, or other form of wages); all claims related to the timeliness of wage payments (whether regular or final wages); all claims relating to the failure to provide compliant meal and rest periods; all claims relating to the failure to pay premiums for violations of meal and rest period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to the provision of wage statements, including the accuracy or substance of wage statements; all claims relating to the failure to maintain accurate employment records; all claims relating to the failure to reimburse necessary business expenses; and all claims relating to unfair business practices resulting from any of the foregoing; **(2)** All claims arising under California Labor Code sections 201-210, 218.5 , 218.6, 221, 222, 223, 226-226.7, 246, 248.2, 248.5, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.5, 2800, 2802, 2804, and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order 14-2001 [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)]), California Business Professions Code 17200 et seq. (including, without limitation, §§17200 through 17208, but limited to claims arising from the labor code violations released herein) and, **(3)** All remedies associated with any of the claims described herein, including but not limited to compensatory, consequential, incidental, liquidated, punitive, statutory penalties, civil penalties, restitution, interest, costs, attorneys' fees, or injunctive and/or other equitable relief, and other amounts recoverable under the Released Class Claims under California law. The release extends to the limits of the Class Period.

PAGA Release. Plaintiff and Aggrieved Employees, regardless of whether they opt out of the Settlement Class, on behalf of themselves and their respective past and present representatives, agents, attorneys, heirs, administrators, successors, and assigns; and, the State of California (including any office or agency thereof), will release and discharge the Released Parties from all claims assertable under PAGA that Plaintiff alleged, or could have alleged, by reason of or in connection with any matter or fact set forth in the Action or any notices issued by Plaintiff to the LWDA and/or set forth in the Action during the PAGA Period. Without limiting the foregoing, Released PAGA Claims shall include: **(1)** All claims for remedies recoverable under PAGA relating to unpaid wages (including minimum, overtime, straight-time, piece, or other form of wages); all claims for remedies recoverable under PAGA related to the timeliness of wage payments (whether regular or final wages); all claims for remedies recoverable under PAGA related to the calculation of the regular rate of pay, including claims for unpaid overtime wages, paid sick leave, or other pay as a result of the improper calculation of the regular rate of pay; all claims for remedies recoverable under PAGA relating to the failure to provide compliant meal and rest periods; all claims for remedies recoverable under PAGA relating to the failure to pay premiums for violations of meal and rest period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for remedies recoverable under PAGA relating to the provision of wage statements, including the accuracy or substance of wage statements; all claims for remedies recoverable under PAGA relating to the failure to maintain accurate employment records; all claims for remedies recoverable under PAGA relating to the failure to reimburse necessary business expenses; all claims for remedies recoverable under PAGA for failing to permit and authorize Aggrieved Employees to exercise the use of their accrued paid sick leave days pursuant to Labor Code §§246, 248, and/or 248.2; and, all claims for remedies recoverable under PAGA for failing to provide legally mandated disclosures and/or written notices regarding the terms of employment pursuant to Labor Code §2810.5, with the release intended to be construed as broadly as allowed by law, without releasing claims not permitted by law; **(2)** All claims for remedies recoverable under PAGA arising under, or due to a violation of, California Labor Code §§201-210, 218.5, 218.6, 221, 222, 223, 226-226.7, 246, 248.2, 248.5, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.5, 2800, 2802, and 2804, and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order 14-2001 [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)]),and other default remedies under PAGA pursuant to Labor Code §2699 et seq.; and, **(3)** All remedies associated with any of the claims described herein, including but not limited to civil penalties, costs, attorneys' fees, or injunctive and/or other equitable relief. The release extends to the limits of the PAGA Period.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of Class Workweeks you worked during the Class Period, and the proportionate number of PAGA Pay Periods you worked during the PAGA Period, as stated in this Notice. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Participating Member Payment. Your award is based on the proportionate number of Class Workweeks you worked during the Class Period and the proportionate number of PAGA Pay Periods you worked during the PAGA Period. The information contained in Defendant's records regarding each of these factors, along with your estimated individual Participating Member Payment, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to <<ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will determine whether any adjustments are warranted, and if so, will consult with the Parties and make a determination as to whether an adjustment will be made.

According to Defendant's records:

(a) you worked ____ Class Workweeks between June 13, 2020 through October 29, 2025 for Defendant; and

(b) you worked ____ PAGA Pay Periods between June 13, 2023, through October 29, 2025for Defendant.

(c) you received payment from an Individual Agreement in the amount of $ ___________.

Based on the above, your individual Participating Member Payment is estimated at **$**________, which results from your pro rata share of the Net Settlement Amount of $_________, minus your Individual Agreement of $__________.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself from the class portion of the settlement by making a request for exclusion, and sending it to the Settlement Administrator postmarked no later than <<RESPONSE DEADLINE>>. The request for exclusion must: (1) contain your name, address, telephone number; (2) contain a statement that you wish to be excluded from the class settlement; and (3) be signed by you.

Send the request for exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely request for exclusion, shall, upon receipt by the Settlement Administrator, not be a Settlement Class Member. If you exclude yourself, you will still receive your portion of the PAGA Amount if you are an Aggrieved Employee.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may timely submit a written objection directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection must include your name, address, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection, together with any evidence in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>. Settlement Class Members who fail to make objections in writing may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department ____ of the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, California 93291. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Service Award to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are <u>not</u> required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<<SETTLEMENT ADMINISTRATOR URL>>>. You can also telephone or send an email to Class Counsel using the contact information listed above, or consult the Superior Court website by going to https://www.tulare.courts.ca.gov/ and looking up the case number (Case No. VCU309938). You may also inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, California 93291, during regular court hours. The Settlement Agreement is attached as Exhibit A to the Declaration of Daniel J. Brown in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on <<<DATE PRELIMINARY APPROVAL MOTION FILED>>>.

<u>PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS</u>

<u>REMINDER AS TO TIME LIMITS</u>

The deadline for submitting a Request for Exclusion, a written objection, or any dispute is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIMINARY APPROVAL DATE>>.