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

27 JOSHUA TAYLOR and FRANK LOMONACO,
28 individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS, a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: VCU286113

CLASS ACTION

[Hon. Nathan D. Ide, Dept. 2]

JOINT STIPULATION RE: CLASS SETTLEMENT

Complaint filed: February 26, 2021
FAC filed: February 18, 2022
Trial date: Not set

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1 This Joint Stipulation Re: Class Settlement is made by and between the Named Plaintiffs,
2 JOSHUA TAYLOR and FRANK LOMONACO (“Plaintiffs”), on their own behalf and on behalf
3 of all members of the Settlement Class, as defined below, and Defendant U.S. DAIRY
4 SYSTEMS, INC. DBA AUTOMATED DAIRY SYSTEMS (“Defendant,” and together with
5 Plaintiffs, the “Parties”), in the lawsuit entitled *Joshua Taylor, et al. v. U.S. Dairy Systems, Inc.*
6 *dba Automated Dairy Systems, et al.*, filed in Tulare County Superior Court, Case No.
7 VCU286113. This Joint Stipulation Re: Class Settlement resolves all claims that were asserted
8 or could have been asserted against Defendant pertaining to the claims in the Litigation.

9 **I. DEFINITIONS**

10 **A. Administrative Costs.** All administrative costs of settlement, including cost of
11 notice to the Settlement Class, claims administration, and any fees and costs incurred or charged by
12 the Settlement Administrator in connection with the execution of its duties under this Joint
13 Stipulation Re: Class Settlement.

14 **B. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are
15 used synonymously herein to mean this Joint Stipulation Re: Class Settlement.

16 **C. Class Counsel.** The term “Class Counsel” as used herein means: WILSHIRE LAW
17 FIRM, PLC and all the lawyers of the firm acting on behalf of Named Plaintiffs and the Settlement
18 Class. The term Class Counsel shall be used synonymously with the term Plaintiffs’ Counsel.

19 **D. Court.** The term “Court” as used herein means the Superior Court of the State of
20 California for the County of Tulare.

21 **E. Final.** The term “Final” means: (1) the date of final affirmation of the Final Approval
22 Order from any appeal, the expiration of the time for, or the denial of, a petition to review the Final
23 Approval Order, or if review is granted, the date of final affirmation of the Final Approval Order
24 following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final
25 Approval Order or the final dismissal of any proceeding to review the Final Approval Order,
26 provided that the Final Approval Order is affirmed and/or not reversed in any part; or (3) if no appeal
27 is filed, the expiration date of the time for the filing or noticing of any appeal from the Court’s Final
28 Approval Order, as determined under Rule 8.104(a)(3) of the California Rules of Court.

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1 **F. Date of Final Approval.** The terms “Date of Final Approval” or “Final Approval
2 Order” as used herein mean the final formal judgment entered by the Court at the Final Fairness and
3 Approval Hearing in accordance with the terms herein, approving this Agreement.

4 **G. Defendant.** The term “Defendant” as used herein means U.S. DAIRY SYSTEMS,
5 INC. DBA AUTOMATED DAIRY SYSTEMS.

6 **H. Employer Taxes.** Employer-funded taxes and contributions imposed on the wage
7 portions of the Settlement Payment under the Federal Insurance Contributions Act, the Federal
8 Unemployment Tax Act, and any similar state taxes and contributions required of employers, such
9 as for unemployment insurance.

10 **I. Litigation.** The term “Litigation” as used herein means the action entitled filed in
11 Tulare County Superior Court, Case No. VCU286113.

12 **J. Named Plaintiffs.** The term “Named Plaintiffs” as used herein means Joshua Taylor
13 and Frank Lomonaco.

14 **K. Net Settlement Fund.** The term “Net Settlement Amount” or “Net Settlement Fund”
15 as used herein means the Settlement Amount minus any award of attorneys’ fees and Litigation costs,
16 Administrative Costs, enhancements to the Named Plaintiffs, and penalties recoverable pursuant to
17 California’s Private Attorneys General Act (“PAGA”) (the “PAGA Settlement”), and as provided in
18 Sections VIII, XIII, XIV, XV, and XVI, respectively.

19 **L. Participating Class Members.** The term “Participating Class Members” as used
20 herein means all Class Members who do not submit a valid and timely request to exclude themselves
21 from this Settlement.

22 **M. Participating PAGA Members.** The term “Participating PAGA Members” means
23 all Participating Class Members who worked for Defendant from February 26, 2020 through
24 December 20, 2021, or the date when the Court grants preliminary approval of the settlement,
25 whichever is earlier.

26 **N. Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include
27 payments made to the Settlement Class as part of the Settlement, including wages, penalties and
28 interest.

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1 **O. Settlement.** The term “Settlement” as used herein means this Agreement to resolve
2 the Litigation.

3 **P. Settlement Administrator.** The term “Settlement Administrator” as used herein
4 means Phoenix Settlement Administrators, which will be responsible for the administration of the
5 Settlement Amount, as defined below, and all related matters.

6 **Q. Settlement Amount.** The term “Settlement Amount” as used herein means the sum
7 of One Hundred and Eighty-Seven Thousand and Five Hundred Dollars and Zero Cents
8 (\$187,500.00). This is the gross amount Defendant can be required to pay under this Settlement
9 Agreement. The Settlement Amount includes: (1) the Net Settlement Payments to be paid to
10 Participating Class Members; (2) Court-approved attorneys’ fees and Litigation costs pursuant to
11 Section XIII; (3) enhancements to the Named Plaintiffs, as approved by the Court; (4) the
12 Administrative Costs, as approved by the Court; (5) the PAGA Settlement to the California Labor &
13 Workforce Development Agency (“LWDA”) and to Participating PAGA Members, as approved by
14 the Court; (6) any statutory penalties; and (7) interest.

15 **R. Settlement Class.** For settlement purposes only, the Parties agree to the certification
16 of a class pursuant to California *Code of Civil Procedure* § 382 defined as:

17 All persons who worked for any Defendant in California as an hourly-paid or
18 non-exempt employee during the Settlement Period (together, collectively
19 referred to as the "Class Members").

20 **S. Settlement Period.** The term “Settlement Period” as used herein means the
21 period from February 26, 2017 through December 20, 2021, or the date when the Court grants
22 preliminary approval of the settlement, whichever is earlier.

23 **II. BACKGROUND**

24 **A.** In the Litigation, the Named Plaintiffs allege, *inter alia*, on behalf of themselves and
25 all others similarly situated, that Defendant violated California state wage and hour laws, the
26 California *Business and Professions Code* Section 17200, *et seq.*, and the PAGA, as a result of
27 Defendant’s California wage and hour policies and practices. Specifically, Named Plaintiffs allege
28 that Defendant failed to pay its employees at or above the applicable minimum wage rates, failed to

1 provide regular, overtime, and double time pay, failed to provide meal breaks (including first and
2 second meal breaks), failed to authorize and permit legally compliant rest breaks each day based on
3 the hours worked by each employee, and failed to provide reimbursements for all necessary business-
4 related expenses incurred by the class members. Named Plaintiffs further alleged that the
5 aforementioned resulted in the employees receiving inaccurate wage statements, and the
6 underpayment of wages to employees upon termination and/or resignation.

7 Class Counsel conducted informal discovery concerning the claims set forth in the Litigation,
8 such as a sample of class member timekeeping and payroll records, Defendant's policies and
9 procedures concerning the payment of wages, the provision of meal and rest breaks, issuance of
10 wage statements, and providing all wages at separation, as well as information regarding the number
11 of putative class members and the mix of current versus former employees, the wage rates in effect,
12 and the amount of meal and rest period premium wages paid to class members.

13 **B.** Named Plaintiffs and Class Counsel have engaged in good faith, arms-length
14 negotiations with Defendant concerning possible settlement of the claims asserted in the Litigation.
15 The Parties participated in a full day of mediation before the Honorable Steven M. Vartabedian, a
16 well-respected wage and hour class action mediator, that resulted in a tentative settlement of the
17 Litigation, subject to the approval of the Court, and finalization of a formal Joint Stipulation Re:
18 Class Settlement. The Parties have engaged in extensive negotiations about the terms and conditions
19 of the Settlement at the mediation and subsequent thereto. The Parties have now formalized the
20 Settlement Agreement for submission to the Court for Preliminary and Final Approval.

21 **C.** Class Counsel has conducted an investigation of the law and facts relating to the
22 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues
23 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Litigation
24 through trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of
25 an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be
26 received by the Named Plaintiffs and the members of the Settlement Class pursuant to this
27 Agreement, that a settlement with Defendant on the terms and conditions set forth herein is fair,
28 reasonable, adequate, and in the best interests of the Settlement Class. Named Plaintiffs, on their

1 own behalf and on behalf of the Settlement Class, have agreed to settle the Litigation with Defendant
2 on the terms set forth herein.

3 **D.** Defendant has concluded that, because of the substantial expense of defending against
4 the Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience
5 involved, and the concomitant disruption to its business operations, it is in Defendant's best interests
6 to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted
7 against them in the Litigation. However, Defendant nevertheless desires to settle the Litigation for
8 the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the
9 purpose of putting to rest the controversies engendered by the Litigation.

10 **E.** This Agreement is intended to and does effectuate the full, final and complete
11 settlement of all allegations and claims that were asserted, or could have been asserted, in the
12 Litigation by Named Plaintiffs and members of the Settlement Class as set forth in Section II(A).

13 **III. JURISDICTION**

14 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
15 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
16 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
17 Final Approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to
18 California *Code of Civil Procedure* Section 664.6 the Court shall retain jurisdiction of this action
19 solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with
20 the terms set forth herein.

21 **IV. STIPULATION OF CLASS CERTIFICATION**

22 The Parties stipulate to the certification of this Settlement Class for purposes of Settlement
23 only. This Stipulation is contingent upon the Preliminary and Final Approval and certification of the
24 Settlement Class only for purposes of Settlement. Should the Settlement not become final, for
25 whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification
26 as part of the Settlement shall have no bearing on, and shall not be admissible in connection with,
27 the issue of whether a class should be certified in a non-settlement context in the Litigation.
28 Defendant expressly reserves the right to oppose class certification and/or proactively move to deny

1 certification should this Settlement be modified or reversed on appeal or otherwise not become final.

2 **V. MOTION FOR PRELIMINARY APPROVAL**

3 Named Plaintiffs will bring a motion before the Court for an order preliminarily approving
4 the Settlement including the Notice of Class Action and Proposed Settlement, and Workweek
5 Dispute Form, which are attached hereto as **Exhibits “A”** and **“B,”** respectively, and including
6 certification of the Settlement Class for settlement purposes only.

7 The date that the Court grants Preliminary Approval of this Agreement will be the
8 “Preliminary Approval Date.” Class Counsel will prepare the Motion for Preliminary Approval and
9 will provide Defendant’s counsel the opportunity to review it and provide input before it is filed. On
10 the same date on which it is filed with the Court, Class Counsel shall concurrently submit the Motion
11 for Preliminary Approval to the LWDA in compliance with Labor Code § 2698, *et seq.*, the PAGA.

12 **VI. STATEMENT OF NO ADMISSION**

13 **A.** Defendant denies liability to Named Plaintiffs and to the Settlement Class upon any
14 claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an
15 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
16 made against them in the Litigation.

17 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
18 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
19 during the course of the negotiations leading to this Agreement or the Settlement, is intended by the
20 Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible
21 in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or
22 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
23 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties
24 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or
25 any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported
26 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or
27 executive order, or any obligation or duty at law or in equity, or for any other purpose.
28 Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the

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1 Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement
2 or any orders or judgments of the Court entered in connection with implementation of the Settlement.

3 C. None of the documents produced or created by Named Plaintiffs or the Settlement
4 Class in connection with the claims procedures or claims settlement procedures constitute, and they
5 are not intended to constitute, an admission by Defendant of any violation of any federal, state, or
6 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or
7 in equity.

8 D. The Parties agree that class certification pursuant to California *Code of Civil*
9 *Procedure* Section 382 under the terms of this Agreement is for settlement purposes only. Nothing
10 in this Agreement will be construed as an admission or acknowledgement of any kind that any class
11 should be certified or given collective treatment in the Litigation or in any other action or proceeding.
12 Further, neither this Agreement nor the Court's actions with regard to this Agreement will be
13 admissible in any court or other tribunal regarding the propriety of class certification or collective
14 treatment. In the event that this Agreement is not approved by the Court or any appellate court, is
15 terminated, or otherwise fails to be enforceable, Named Plaintiffs will not be deemed to have waived,
16 limited, or affected in any way any claims, rights, or remedies in the Litigation, and Defendant will
17 not be deemed to have waived, limited, or affected in any way any of their objections or defenses in
18 the Litigation.

19 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

20 **A. Release as to All Settlement Class Members.**

21 As of the date on which Defendant fully funds the settlement, Named Plaintiffs and all
22 members of the Settlement Class, except those that make a valid and timely request to be excluded
23 from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in
24 any forum any and all wage-related claims that were alleged in the Litigation or which could have
25 been alleged in the Litigation based on the facts asserted in the Litigation arising during the
26 Settlement Period against Defendant, and its divisions, affiliates, predecessors, successors,
27 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
28 fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers,

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1 and related corporations, including the following claims: (1) all claims alleged in the operative
2 complaint, under any legal theory of liability, for the failure to pay all wages of any kind, including
3 any minimum or straight time wages, owed pursuant to California Labor Code §§ 204, 218, 510,
4 1194, 1194.2, and 1197, the California Industrial Welfare Commission (“IWC”) Wage Orders, or
5 any comparable federal statute under any theory of liability; (2) all claims alleged in the operative
6 complaint, under any legal theory of liability, for the failure to pay overtime or double time wages
7 owed pursuant to California Labor Code §§ 204, 510, 1194, and 1198, the IWC Wage Orders, or any
8 comparable federal statute under any theory of liability; (3) all claims alleged in the operative
9 complaint, under any legal theory of liability, for the failure to provide meal periods pursuant to
10 California Labor Code §§ 226.7 and 512, and the IWC Wage Orders; (4) all claims alleged in the
11 operative complaint, under any legal theory of liability, for the failure to provide rest periods pursuant
12 to California Labor Code § 226.7 and 512, and the IWC Wage Orders; (5) all claims alleged in the
13 operative complaint, under any legal theory of liability, for any penalties of any kind arising from
14 an alleged failure to pay final wages or other amounts allegedly owed to Class Members pursuant
15 to California Labor Code §§ 201-203 as well as California Labor Code §§ 218.5, 218.6, and 1194;
16 (6) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties
17 of any kind arising from an alleged wage statement violation pursuant to California Labor Code §§
18 226 and 1174.5; (7) all claims alleged in the operative complaint, under any legal theory of liability,
19 for failure to indemnify employees for expenditures pursuant to California Labor Code § 2802; (8)
20 all claims alleged in the operative complaint, under any legal theory of liability, for violation of
21 Business & Professions Code §§ 17200, *et seq.*; (9) all claims alleged in the operative complaint and
22 Plaintiffs’ PAGA letters, under any legal theory of liability, for penalties pursuant to the PAGA
23 (Labor Code §§ 2698, *et seq.*) including, but not limited to, California Labor Code §§ 210, 226.3,
24 1174.5, and 1197.1; and (10) all claims alleged in the operative complaint, under any legal theory of
25 liability, for any penalties or any another amounts that could be potentially owed to Class Members
26 during the Settlement Period, including penalties owed pursuant to California Labor Code §§ 210,
27 226.3, 558, and 1197.1.
28 ///

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1 **B. General Release by Named Plaintiffs Only.**

2 In addition to the release made in Section VII(A), Named Plaintiffs make the additional
3 following general release of all claims, known or unknown. Named Plaintiffs release Defendant,
4 and each of its respective subsidiaries, affiliates, predecessors or successors in interest, officers,
5 directors, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of
6 them, from all claims, demands, rights, liabilities and causes of action of every nature and description
7 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract,
8 or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in
9 connection with Named Plaintiffs’ employment with Defendant as well as any and all acts or
10 omissions by or on the part of Defendant. (The release set forth in this Paragraph B shall be referred
11 to hereinafter as the “General Release.”)

12 With respect to the General Release, Named Plaintiffs stipulate and agrees that, upon the
13 Date of Final Approval, Named Plaintiffs shall be deemed to have expressly waived and relinquished,
14 to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
15 California Civil Code, or any other similar provision under federal or state law, which provides:

16 **"SECTION 1542. [CERTAIN CLAIMS NOT AFFECTED BY**
17 **GENERAL RELEASE.] A GENERAL RELEASE DOES NOT**
18 **EXTEND TO CLAIMS THAT THE CREDITOR OR**
19 **RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
20 **EXIST IN HIS OR HER FAVOR AT THE TIME OF**
21 **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."

22 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other
23 than or different from the facts now believed to be true, the release of claims contained herein shall
24 be effective as to all unknown claims.

25 **VIII. SETTLEMENT ADMINISTRATOR**

26 Named Plaintiffs and Defendant, through their respective counsel, have selected Phoenix
27 Settlement Administrators as the Settlement Administrator to administer the Settlement, which
28

1 includes, but is not limited to, distributing and responding to inquiries about Notice of Class Action
2 and Proposed Settlement and Workweek Dispute Form, determining the validity of any disputes and
3 opt-outs, calculating all amounts to be paid from the Net Settlement Amount, and maintaining a
4 website with information about the Settlement. The Settlement Administrator shall update the
5 website to include any changes of the location or date of the Final Approval Hearing and the final
6 judgment. Charges and expenses of the Settlement Administrator, estimated to be no more
7 \$10,000.00, will be paid from the Settlement Amount. Any charges and expenses of the Settlement
8 Administrator greater than the allocated \$10,000.00 will come from the Settlement Amount. If the
9 actual Settlement Administrator fees are less than the Parties' estimation, the difference between the
10 actual and estimated Settlement Administrator fees will revert to the participating Settlement Class
11 members. The Parties agree that this Agreement may be provided to the Settlement Administrator
12 to effectuate its implementation of the settlement procedures herein.

13 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

14 **A. Notice.**

15 Named Plaintiffs and Defendant, through their respective attorneys, have jointly prepared a
16 Notice of Class Action and Proposed Settlement (the "Notice") and a Workweek Dispute Form,
17 which in substance will be provided to the members of the Settlement Class as follows:

18 **B. Class Data.**

19 As soon as practicable following Preliminary Approval of the Settlement, but no later than
20 thirty (30) calendar days after the Court's Preliminary Approval order, Defendant will provide to the
21 Settlement Administrator the following information about each Settlement Class member ("Class
22 List"): (1) name; (2) last known home address; (3) number of workweeks as a class member during
23 the Settlement Period or the dates of employment for each Settlement Class member; and (4) Social
24 Security number. Defendant further agrees to consult with the Settlement Administrator prior to the
25 production date to ensure that the format will be acceptable to the Settlement Administrator.
26 Plaintiffs' Counsel shall also receive a redacted Class List that shall only disclose an identification
27 number attributed to each class member and the number of workweeks each class member worked
28 during the Settlement Period.

1 **C. Notice Mailing.**

2 The Settlement Administrator shall run all the addresses provided through the United States
3 Postal Service NCOA database (which provides updated addresses for any individual who has moved
4 in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain
5 current address information, and shall mail the Notice and Workweek Dispute Form to the members
6 of the Settlement Class via first-class regular U.S. Mail using the most current mailing address
7 information available, within ten (10) calendar days of the receipt of the Class List from Defendant.
8 The Notice shall provide the members of the Settlement Class sixty (60) days' notice of all applicable
9 dates and deadlines.

10 The Notice will also include information regarding the nature of the Litigation; a summary
11 of the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has
12 preliminarily approved the Settlement; the nature and scope of the claims being released; the
13 procedure and time period for objecting to the Settlement, the date and location of the Final Approval
14 Hearing; information regarding the opt-out procedure; Defendant's calculation of the number of
15 Eligible Workweeks that each Settlement Class member has worked as an employee in California at
16 any time during the Settlement Period, and the estimated potential recovery for the proposed
17 Settlement Class Member. The Notice shall enclose the Workweek Dispute Form for Settlement
18 Class members.

19 For each Settlement Class member, the Workweek Dispute Form will identify the number of
20 Eligible Workweeks that he or she was employed and inform the employee of his or her right to
21 dispute this number by completing and returning the form within sixty (60) days of the postmark
22 date of the Workweek Dispute Form. A Settlement Class member's receipt of his or her share of the
23 Net Settlement Payments is not conditional on the submission of the Workweek Dispute Form.
24 Absent the receipt of a Workweek Dispute Form the number of workweeks identified in the
25 Workweek Dispute Form shall be deemed accurate. The settlement of any disputes concerning the
26 number of Eligible Workweeks is discussed in Section X, below.

27 **D. Returned Notices.**

28 If a Notice is returned from the initial notice mailing, the Settlement Administrator will

1 perform a skip trace in an attempt to locate a more current address. If the Settlement Administrator
2 is successful in locating a new address, it will re-mail the Notice to the Settlement Class member.
3 Further, any Notices returned with a forwarding address to the Settlement Administrator, as non-
4 deliverable before the deadline date, shall be sent to the forwarding address affixed thereto. The
5 Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address
6 of any Settlement Class member for whom a Class Notice is returned by U.S. Postal Service as
7 undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered
8 mail; performing address searches for all mail returned without a forwarding address; and promptly
9 re-mailing to Settlement Class members for whom new addresses are found. If the Settlement
10 Administrator is unable to locate a better address, the Notice shall be re-mailed to the original
11 address. If the Notice is re-mailed, the Settlement Administrator will note for its own records the
12 date and address of each re-mailing. Settlement Class members who receive a re-mailed Notice will
13 have fifteen (15) additional days to submit an Opt-Out Form or objection to the settlement (i.e., 75
14 calendar days from first mailing) irrespective of when the first mailing was returned as undeliverable
15 as long as the return mailing is received within the initial sixty (60) day Response Deadline.

16 **E. Deficiency Notice.**

17 Should any member of the Settlement Class timely submit a Workweek Dispute Form with
18 a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the
19 Settlement Administrator of each timely submitted Workweek Dispute Form, send a deficiency
20 notice. The deficiency notice will provide the member of the Settlement Class no more than fourteen
21 (14) days from the mailing of the deficiency notice to postmark a written response to cure all
22 deficiencies. The failure of a member of Settlement Class to timely submit a Workweek Dispute or
23 timely respond to a notice of deficiency shall invalidate the dispute unless all Parties' counsel agree
24 to allow the dispute.

25 **F. Settlement Administrator's Declaration.**

26 No later than twenty-five (25) days before the Final Approval Hearing, the Settlement
27 Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting to
28 the completion of the Notice process, including the number of attempts to obtain valid mailing

1 addresses for and re-sending of any returned Notices, as well as the number of valid Workweek
2 Dispute Forms, opt-outs and deficiencies that the Settlement Administrator received.

3 **G. Objections.**

4 **1. Timing.** The objection must be submitted to the Settlement Administrator by mail,
5 postmarked by the Response Deadline.

6 **2. Format.** Any Objections must state: (a) the case name (e.g., *Joshua Taylor and*
7 *Frank Lomonaco, et al. v. U.S. Dairy Systems, Inc. dba Automated Dairy Systems*) and case number
8 (VCU286113); (b) the objecting person's or his or her attorney's full name, address, and telephone
9 number; (c) the words "Notice of Objection" or "Formal Objection;" (d) describe, in clear and
10 concise terms, the legal and factual arguments supporting the objection; (e) list identifying
11 witness(es) the objector may call to testify at the Final Approval Hearing; (f) provide true and correct
12 copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; and (g) state
13 whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to
14 the entire Settlement Class.

15 **3. Notice of Intent to Appear.** Settlement Class members who timely submit valid
16 objections to the Settlement may (though are not required to) appear at the Final Approval Hearing,
17 either in person or through the objector's own counsel.

18 **4. Effect of Objection.** If a Settlement Class member objects to the Settlement, the
19 Settlement Class member will remain a member of the Settlement Class and if the Court approves
20 this Agreement, the Settlement Class member will be bound by the terms of the Settlement and Final
21 Approval Order in the same way and to the same extent as a Settlement Class member who does not
22 object. The date of mailing of the Notice to the objecting Settlement Class member shall be
23 conclusively determined according to the records of the Settlement Administrator. The Court retains
24 final authority with respect to the consideration and admissibility of any Settlement Class member
25 objections. Any Settlement Class member who submits an objection may also participate in the
26 settlement.

27 **H. Opportunity to be Excluded and Defendant's Opt-Out Threshold.**

28 In order for any Settlement Class member to validly exclude himself or herself from the

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1 Settlement Class and the Settlement (i.e., to validly opt out), a written request for exclusion (“Request
2 to be Excluded”) must be signed by the Settlement Class member or his or her authorized
3 representative and must be sent to the Settlement Administrator, postmarked by no later than sixty
4 (60) days after the date the Settlement Administrator initially mails the Notice to the Settlement Class
5 members. The Notice shall contain instructions on how to opt out.

6 **1. Effect of Opt-Out.** The date of the initial mailing of the Notice, and the date the
7 signed Request to be Excluded was postmarked, shall be conclusively determined according to the
8 records of the Settlement Administrator. Any Settlement Class member who timely and validly
9 submits a Request to be Excluded from the Settlement Class and the Settlement will not be entitled
10 to any portion of the Net Settlement Payments, will not be bound by the terms and conditions of the
11 Settlement, and will not have any right to object, appeal, or comment thereon.

12 **2. Failure to Opt-Out.** Any member of the Settlement Class who does not timely
13 file and mail a Request to be Excluded from the Settlement Class will be deemed included in the
14 Settlement Class in accordance with this Settlement.

15 **3. Tolerance of Opt-Outs.** In the event that ten percent (10%) or more of the Class
16 Members exercise their right to exclude themselves and opt out of the Settlement and Settlement
17 Agreement, Defendant retains the exclusive right, but not the obligation, to withdraw from and
18 terminate the Settlement and the Settlement Agreement and return all Parties back to their same
19 position before the Settlement was reached and the Settlement Agreement was entered into. In the
20 event that Defendant exercises such rights under this paragraph, Named Plaintiffs and Defendant
21 shall resume the Litigation through and until there is a final settlement of the Litigation. Defendant
22 must notify Class Counsel and the Court of such a decision to withdraw and terminate the Settlement
23 no later than five (5) days prior to the date of the Final Approval Hearing. In the event of Defendant’s
24 withdrawal, no party may use the fact that the Parties agreed to the Settlement for any reason, and
25 Defendant shall pay all administration expenses incurred through the date of its termination of the
26 Settlement.

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1 **I. Cooperation.**

2 The Parties and their respective counsel agree not to encourage members of the Settlement
3 Class to refrain from participating in the Settlement, to opt out of the Settlement, or to object to the
4 Settlement, directly or indirectly, through any means. However, if a Settlement Class member
5 contacts Class Counsel, Class Counsel may discuss the terms of the Settlement and the Settlement
6 Class member's options.

7 **X. DISPUTES PROCEDURE**

8 If the member of the Settlement Class disputes the number of Eligible Workweeks set forth
9 in the Workweek Dispute Form, such person must follow the directions in the Workweek Dispute
10 Form and in the Notice, including preparing a statement setting forth the number of Eligible
11 Workweeks that such person believes in good faith is correct, and stating that the member of the
12 Settlement Class authorizes the Settlement Administrator to review the Settlement Class member's
13 personnel file and leave management records to determine such information, and attaching any
14 relevant documentation in support thereof. Documentary evidence and paystubs are helpful to
15 substantiate such person's dispute claim, but it is not required. The member of the Settlement Class
16 must mail the signed and completed statement no later than sixty (60) days after the date of the
17 mailing of the Workweek Dispute Form, or the number of Eligible Workweeks set forth in the Notice
18 and Workweek Dispute Form will govern the Net Settlement Payment to the member of the
19 Settlement Class.

20 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation with
21 Class Counsel and counsel for Defendant, will review the pertinent payroll records showing the dates
22 the Settlement Class member was employed and the pertinent leave(s) taken, which records
23 Defendant agrees to make available to the Settlement Administrator and Class Counsel.

24 After consulting with Class Counsel and counsel for Defendant, the Settlement Administrator
25 shall compute the number of Eligible Workweeks to be used in computing the Settlement Class
26 member's pro rata share of the Net Settlement Amount. In the event there is a disparity between the
27 dates a Settlement Class member claims he or she worked during the Settlement Period and the dates
28 indicated by Defendant's records, Defendant's records will control unless inconsistent with paycheck

1 stub(s) (or bona fide copies thereof) provided by the Settlement Class member, in which case the
2 paycheck stub(s) will control. The Parties shall file with the Court all disputes submitted, and the
3 resolution of those disputes. The Court shall have the right to review any decision made by the
4 Settlement Administrator regarding a claim dispute.

5 **XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

6 **A. Distribution Formula.**

7 Subject to the Court finally approving the Settlement, the Settlement Administrator shall
8 distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and
9 Judgment. The maximum amount Defendant can be required to pay under this Settlement for any
10 purpose is the Settlement Amount. The Settlement Administrator shall keep Defendant's Counsel
11 and Class Counsel apprised of all distributions from the Settlement Amount. The Settlement
12 Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person
13 shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the
14 Settlement Administrator based on the distributions and payments made in accordance with this
15 Agreement.

16 The Settlement Administrator will calculate the total number of workweeks for all Class
17 Members who were employed by Defendant during the Settlement Class Period ("Total
18 Workweeks"). The value of each Workweek shall be determined by the Settlement Administrator by
19 dividing the Net Settlement Fund (not including the amount the Court approves in PAGA penalties)
20 by the total number of Workweeks available to the Class Members who do not opt out in accordance
21 with Section IX(H) above during the Settlement Class Period ("Workweek Point Value").

22 An "Individual Settlement Payment" for each Class Member will then be determined by
23 multiplying a Class Member's workweeks worked during the Class Period ("Eligible Workweeks")
24 by the Workweek Point Value. The Individual Settlement Payment will be reduced by any required
25 legal deductions, for each participating Class Member.

26 Members of the Settlement Class not opting out will receive a lump sum payment as good
27 and valuable consideration for the waiver and release of claims set forth in Section VII(A), above,
28 in an amount determined by the Settlement Administrator in accordance with the provisions of this

1 Agreement.

2 As to distribution of PAGA penalties, the Settlement Administrator will calculate the total
3 number of workweeks for all Participating PAGA Members who were employed by Defendant
4 during the PAGA Period ("Total PAGA Workweeks"). The value of each PAGA Workweek shall
5 be determined by the Settlement Administrator by dividing 25% of the total amount the Court
6 approves in PAGA penalties by the total number of PAGA Workweeks available to Participating
7 PAGA Members ("PAGA Workweek Point Value"). Each payment to Participating PAGA
8 Members shall be treated as 100% penalties.

9 **B. Funding of Settlement.**

10 Within twenty-one (21) calendar days following the date on which the Court grants Final
11 Approval of the Settlement and a determination of the pro-rata share of the settlement amount to
12 which each member of the Settlement Class is entitled, Defendant will deposit the Settlement
13 Amount and the Employer Taxes into an interest-bearing trust account (established by the Settlement
14 Administrator) for the benefit of the participating Settlement Class members and Class Counsel,
15 through the Settlement Administrator. At no time prior to Final Approval of the Settlement shall
16 Defendant be required to escrow any portion of the Settlement Amount.

17 **C. Time for Distribution and *Cy Pres*.**

18 **1. Distribution.**

19 The Settlement Administrator shall cause the Settlement Amount (inclusive of the Net
20 Settlement Amount, the Court approved attorney's fees and Litigation costs, Court approved
21 enhancements to Named Plaintiffs, and PAGA Settlement) and the Employer Taxes to be mailed
22 within twenty-one (21) calendar days following the Date of Final Approval. At no time will
23 Defendant be required to escrow any portion of the Settlement Amount.

24 **2. Uncashed Checks.**

25 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
26 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
27 search and, if another address is identified, shall mail the check to the newly identified address. Any
28 settlement checks remaining uncashed after one hundred and eighty (180) days shall be deemed

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1 unpaid residue pursuant Code of Civil Procedure Section 384(a). In accordance with Code of Civil
2 Procedure Section 384, the Parties shall follow the procedure set for in (1) – (5) below in regard to
3 unpaid residue:

4 (1) Unpaid residue (uncashed or returned checks) will be paid, *with any interest*
5 *generated in the account established by the Settlement Administrator*, to the Los
6 Angeles Trial Lawyers’ Charities, 2708 Wilshire Boulevard, Suite 391, Santa
7 Monica, CA 90403;

8 (2) The attorneys for the Parties shall file, with the Motion for Final Approval, a
9 stand-alone Stipulation to Amend Judgment and Proposed Stipulated Amended
10 Judgment (Section 384) memorializing the Parties’ agreement to amend the
11 judgment to adopt the administrator’s determination of amount of unpaid residue,
12 plus any interest generated in the interest-bearing account from the date of entry
13 of the initial judgment, to be paid to the *cy pres*;

14 (3) The Parties shall attach to the Stipulation a [Proposed] Stipulated Amended
15 Judgment form with a signature line for the court and blanks for the amount of
16 residue plus interest, if any, to be added to the judgment and the total amount of
17 the amended judgment;

18 (4) Along with the Final Report, the administrator shall file, with the court, a
19 photocopy of the attorneys’ Stipulation to Amend Judgment along with a
20 [Proposed] Stipulated Amended Judgment form with the amount of residue plus
21 interest to be added to the judgment and the total amount of the judgment, plus
22 interest, filled in;

23 (5) The court signs and enters the Stipulated Amended Judgment;

24 (6) Defendant will not be required to pay any additional funds associated with the
25 residue, as the interest included with the residue (as mentioned above) is limited
26 to the interest earned in the account established by the Settlement Administrator.

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1 **XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

2 The amounts paid under this Agreement do not represent a modification of any previously
3 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
4 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or
5 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant,
6 policies or bonus programs. Any payments made under the terms of this Settlement shall not be
7 applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other
8 form of compensation for the purposes of Defendant's benefit plan, policy or bonus program.
9 Defendant retain the right to modify the language of their benefit plans, policies and bonus programs
10 to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for
11 "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by
12 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or
13 any other purpose, and that additional contributions or benefits are not required by this Settlement.

14 **XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

15 Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not
16 seek or receive an amount in excess of \$62,500.00, which represents one-third of the Settlement
17 Amount for all past and future attorneys' fees necessary to prosecute, settle and administer the
18 Litigation and this Settlement. Additionally, Defendant shall not oppose an application by Class
19 Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$15,000.00, which
20 represents all past and future Litigation costs and expenses necessary to prosecute, settle and
21 administer the Litigation and this Settlement. Any attorneys' fees or Litigation costs awarded to
22 Class Counsel by the Court as part of the Settlement Amount shall be deducted from the Settlement
23 Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these
24 amounts include, without limitation, all time and expenses expended by Class Counsel in defending
25 the Settlement and securing preliminary and Final Approval (including any appeals therein). There
26 will be no additional charge of any kind to either the members of the Settlement Class or request for
27 additional consideration from Defendant for such work. This amount shall include all attorneys'
28 fees, Litigation costs, and expenses for which Named Plaintiffs and Class Counsel could claim under

1 any legal theory whatsoever. Within twenty-one (21) calendar days following the Date of Final
2 Approval, the Settlement Administrator shall disburse payment from the Settlement Amount for the
3 amount of attorneys' fees and Litigation costs approved by the Court to Class Counsel. Should the
4 Court approve a lesser percentage or amount of fees and/or Litigation costs than the amount that
5 Class Counsel ultimately seeks, then any such unapproved portion or portions shall revert into the
6 Net Settlement Amount to be distributed between the participating Settlement Class Members on a
7 pro-rata basis.

8 **XIV. ENHANCEMENTS TO NAMED PLAINTIFFS**

9 Defendant shall not oppose an application by Named Plaintiffs, and Joshua Taylor and Frank
10 Lomonaco shall not seek or receive amounts in excess of \$7,500.00 and \$5,000.00, respectively, for
11 their participation in and assistance with the Litigation (*i.e.*, class representative enhancement /
12 service award). Any enhancements awarded to Named Plaintiffs by the Court as part of the
13 Settlement Amount shall be deducted from the Settlement Amount for the purpose of determining
14 the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves
15 enhancements of less than \$7,500.00 and \$5,000.00 to Named Plaintiffs, then the unapproved portion
16 or portions shall revert into the Net Settlement Amount to be distributed between the participating
17 Settlement Class Members on a pro-rata basis.

18 **XV. TAXATION AND ALLOCATION**

19 The Parties agree that all employment taxes and other legally required withholdings will be
20 withheld from payments to the members of the Settlement Class and Named Plaintiffs based on the
21 Parties stipulated allocation of the Net Settlement Amount as provided for in this Section.

22 In Defendant's sole discretion, and to which Named Plaintiffs and Class Counsel do not
23 object, the amount of federal income tax withholding will be based upon a flat withholding rate for
24 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
25 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local
26 withholding codes or regulations.

27 For withholding tax characterization purposes and payment of taxes, the Net Settlement
28 Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):

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- 1 (1) 33% as wages; and
- 2 (2) 67% as penalties and interest.

3 Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the
4 Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement, by the Settlement
5 Administrator. If the Code, the regulations promulgated thereunder, or other applicable tax law, is
6 changed after the date of this Agreement, the processes set forth in this Section may be modified in
7 a manner to bring Defendant into compliance with any such changes.

8 Finally, any and all Employer Taxes which Defendant normally would be responsible for
9 paying based on the Net Settlement Payments made to the individual Class Members will be paid by
10 Defendant in addition to and not as a deduction from the Settlement Amount based on the stipulated
11 Net Settlement Allocation.

12 **XVI. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION**

13 In order to implement the terms of this Settlement and to settle claims alleged under the
14 PAGA, California *Labor Code* section 2698, *et seq.*, the Parties agree to allocate \$10,000.00 from
15 the Settlement Amount as penalties authorized by the PAGA. Seventy-five percent (75%) of this
16 amount will be paid to the LWDA and twenty-five percent (25%) of this amount will be distributed
17 to the participating Class Members, through the Settlement Administrator and at no additional cost
18 to Defendant. Within twenty-one (21) calendar days following the Date of Final Approval, the
19 Settlement Administrator shall disburse the PAGA Settlement to the LWDA and will provide notice
20 to the LWDA of the fact that the Settlement has been approved by the Court along with a copy of
21 the Settlement Agreement and the Court order confirming the approval of the Settlement through the
22 appropriate LWDA/California Department of Industrial Relations (“DIR”) website.

23 **XVII. COURT APPROVAL**

24 This Agreement and the Settlement is contingent upon Final Approval by the Court and the
25 entry of judgment. Named Plaintiffs and Defendant agree to take all steps as may be reasonably
26 necessary to secure both Preliminary Approval and Final Approval of the Settlement, to the extent
27 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
28 in obtaining court approval, and, if necessary, appellate approval, of the Settlement in all respects.

1 Named Plaintiffs and Defendant expressly agree that they will not file any objection to the terms of
2 the Settlement or assist or encourage any person or entity to file any such objection.

3 In the event it becomes impossible to secure approval of the Settlement, the Parties shall be
4 restored to their respective positions in the Litigation, as of the date of the hearing on the Motion for
5 Preliminary Approval, except as otherwise provided in Section XVIII, below.

6 **XVIII. MISCELLANEOUS PROVISIONS**

7 **A. Stay of Litigation.**

8 Named Plaintiffs and Defendant agree to the stay of all discovery in the Litigation, pending
9 Final Approval of the Settlement by the Court.

10 **B. Interpretation of the Agreement.**

11 This Agreement constitutes the entire agreement between Named Plaintiffs and Defendant.
12 Except as expressly provided herein, this Agreement has not been executed in reliance upon any
13 other written or oral representations or terms, and no such extrinsic oral or written representations or
14 terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree
15 that this Agreement is to be construed according to its terms and may not be varied or contradicted
16 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
17 of California, both in its procedural and substantive aspects, without regard to its conflict of laws
18 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will
19 be resolved solely and exclusively in the Superior Court of the State of California for the County of
20 Tulare, and Named Plaintiffs and Defendant hereby consent to the personal jurisdiction of the Court
21 over them solely in connection therewith. Named Plaintiffs, on their own behalf and on behalf of
22 the Settlement Class, and Defendant participated in the negotiation and drafting of this Agreement
23 and had available to them the advice and assistance of independent counsel. As such, neither Named
24 Plaintiffs nor Defendant may claim that any ambiguity in this Agreement should be construed against
25 the other.

26 The terms and conditions of this Agreement constitute the exclusive and final understanding
27 and expression of all agreements between Named Plaintiffs and Defendant with respect to the
28

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1 Settlement of the Litigation. The Agreement may be modified only by a writing signed by the
2 original signatories and approved by the Court.

3 **C. Further Cooperation.**

4 Named Plaintiffs and Defendant and their respective attorneys shall proceed diligently to
5 prepare and execute all documents, to seek the necessary approvals from the Court, and to do all
6 things reasonably necessary or convenient to consummate the Agreement as expeditiously as
7 possible.

8 **D. Confidentiality of Documents.**

9 After the expiration of any appeals period, Named Plaintiffs, the Settlement Administrator,
10 and Class Counsel shall maintain the confidentiality of all documents, deposition transcripts,
11 declarations and other information obtained in the lawsuit, unless necessary for appeal or such
12 documents are ordered to be disclosed by the Court or by a subpoena.

13 **E. Counterparts.**

14 The Agreement may be executed in one or more actual or non-original counterparts, all of
15 which will be considered one and the same instrument and all of which will be considered duplicate
16 originals.

17 **F. Authority.**

18 Each individual signing below warrants that he or she has the authority to execute this
19 Agreement on behalf of the party for whom or which that individual signs.

20 **G. No Third-Party Beneficiaries.**

21 Named Plaintiffs, members of the Settlement Class, and Defendant are direct beneficiaries of
22 this Agreement, but there are no third-party beneficiaries.

23 **H. Modification.**

24 This Agreement may not be changed, altered, or modified, except in a writing signed by the
25 Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates
26 contained in this Agreement may be modified by agreement of the Parties in writing without Court
27 approval if the Parties agree and cause exists for such modification. This Agreement may not be
28 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

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1 In addition to the above, this Agreement may be modified based on the final size of the
2 Settlement Class. Defendant’s best estimate for the number of workweeks worked by the members
3 of the Settlement Class between the period of February 26, 2017 to September 15, 2021 is 3,611. If
4 the number of workweeks for this time period is determined to be more than 20% higher than this
5 estimate (i.e., 4,334 or more workweeks), the Settlement Amount shall be increased by the average
6 gross payout to the Class Members based on the 3,611 workweeks. For example, if there are 20%
7 more workweeks than the initial figure of 3,611 workweeks during the time period stated above (in
8 this Paragraph), then Defendant will increase the Settlement Amount by 20%. The Settlement
9 Amount will not be reduced due to Defendant’s estimate.

10 **I. Deadlines Falling on Weekends or Holidays.**

11 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
12 legal holiday, that deadline shall be continued until the following business day.

13 **J. Severability.**

14 In the event that any one or more of the provisions contained in this Agreement shall for any
15 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
16 unenforceability shall in no way effect any other provision if Defendant’s Counsel and Class
17 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if
18 such invalid, illegal, or unenforceable provision had never been included in this Agreement.

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Los Angeles, CA 90010-1137

1 APPROVED AS TO FORM AND CONTENT:

2 Date: 9/9/2022, 2022

JOSHUA TAYLOR, on behalf of himself and all others similarly situated

3
4 By: 
5 JOSHUA TAYLOR, *Plaintiff*

6 Date: _____, 2022

FRANK LOMONACO, on behalf of himself and all others similarly situated

7
8 By: _____
9 FRANK LOMONACO, *Plaintiff*

10
11
12
13
14 Date: _____, 2022

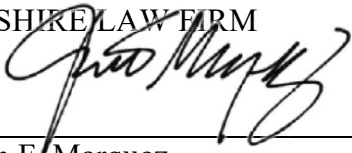
U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS

15
16 By: _____
17 Name: Josiah Higley
18 Position: CEO
19 For U.S. DAIRY SYSTEMS, INC. DBA
20 AUTOMATED DAIRY SYSTEMS,
Defendant

21 APPROVED AS TO FORM:

22 Date: September 9, 2022

WILSHIRE LAW FIRM

23 
24 By: _____
25 Justin F. Marquez
26 Benjamin H. Haber
27 Arrash T. Fattahi

Attorneys for Plaintiffs Joshua Taylor and Frank Lomonaco

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Los Angeles, CA 90010-1137

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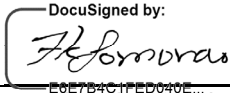
Date: _____, 2022

JOSHUA TAYLOR, on behalf of himself and all others similarly situated

By: _____
JOSHUA TAYLOR, *Plaintiff*

Date: 9/9/2022, 2022

FRANK LOMONACO, on behalf of himself and all others similarly situated

By:  _____
FRANK LOMONACO, *Plaintiff*

Date: _____, 2022

U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS

By: _____
Name: Josiah Higley
Position: CEO
For U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS,
Defendant

APPROVED AS TO FORM:

Date: _____, 2022

WILSHIRE LAW FIRM

By: _____
Justin F. Marquez
Benjamin H. Haber
Arrash T. Fattahi

Attorneys for Plaintiffs Joshua Taylor and Frank Lomonaco

1 APPROVED AS TO FORM AND CONTENT:

2 Date: _____, 2022

JOSHUA TAYLOR, on behalf of himself and all
others similarly situated

4 By: _____

JOSHUA TAYLOR, *Plaintiff*

6 Date: _____, 2022

FRANK LOMONACO, on behalf of himself and
all others similarly situated

8 By: _____

FRANK LOMONACO, *Plaintiff*

14 Date: September 12, 2022

U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS

16 By: *Josiah Higley*

Name: Josiah Higley
Position: CEO
For U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS,
Defendant

21 APPROVED AS TO FORM:

22 Date: _____, 2022

WILSHIRE LAW FIRM


24 By: _____

Justin F. Marquez
Benjamin H. Haber
Arrash T. Fattahi

*Attorneys for Plaintiffs Joshua Taylor and Frank
Lomonaco*

1 Date: September 12, 2022

MEDINA McKELVEY LLP

2 By: 
3 _____
4 Brandon R. McKelvey
5 Timothy B. Nelson
6 Douglas R. Leach

Attorneys for Defendant U.S. Dairy Systems, Inc.
dba Automated Dairy Systems

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