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3 MATTHEW W. GORDON (SBN 267971)  
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FILED  
MERCED COUNTY  
2022 JAN 11 AM 10:16  
CLERK OF THE SUPERIOR COURT  
BY *[Signature]* DEPUTY

9 Attorneys for Plaintiff  
10 YURY ALEXANDER ROQUE CAMPOS  
11 individually, and on behalf of all others  
12 similarly situated

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

15 YURY ALEXANDER ROQUE CAMPOS, an  
16 individual, on behalf of himself and all others  
17 similarly situated,

Case No. 19CV-03966

CLASS ACTION

18 Plaintiff,

[Assigned for all purposes to the Honorable  
Brian McCabe, Courtroom 8]

19 vs.

~~PROPOSED~~ AMENDED JUDGMENT

20 BORBA DAIRY FARMS, LP, a California  
21 limited partnership; BORBA DAIRY FARMS  
22 HOME RANCH L.P., a California limited  
23 partnership; BORBA FAMILY WINTON  
24 RANCH LIMITED PARTNERSHIP, a  
25 California limited partnership; BDF CUSTOM  
26 CHOPPING, INC., a California corporation;  
27 BDF LANDHOLDINGS, LP, a California  
28 limited partnership; B-6 DAIRY, L.P., a  
California limited partnership; and DOES 1  
through 50, inclusive,

Action Filed: September 11, 2019  
Trial Date: None Set

Defendants.

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**AMENDED JUDGMENT**

1. In accordance with and for the reasons stated in the Court’s Order Granting Plaintiff’s Motion for Final Approval of Class Action Settlement, Judgment shall be entered whereby, upon the Effective Date, Plaintiff Yury Alexander Roque Campos (“Plaintiff”) and all Participating Class Members shall take nothing from Defendants, except as expressly set forth in the Stipulation of Class Action Settlement and Amendment to Stipulation of Class Action Settlement (“Settlement” or “Stipulation”). The Amendment to Stipulation of Class Action Settlement is attached hereto as **Exhibit 1**. The Stipulation of Class Action Settlement is attached as Exhibit A to the Amendment to Stipulation of Class Action Settlement.

2. All defined terms contained herein shall have the same meanings as set forth in the Settlement.

3. Solely for purposes of effectuating this Settlement, this Court has certified a Class defined as follows:

All persons employed by Defendants Borba Dairy Farms, LP; Borba Dairy Farms Home Ranch L.P.; Borba Family Winton Ranch Limited Partnership; BDF Custom Chopping, Inc.; BDF Landholdings, LP; and/or B-6 Dairy, L.P. in the State of California at any time during the period from September 11, 2015 through January 3, 2021 as a non-exempt employee.

4. The Court finds that the following two (2) Class Members have requested exclusion from the Settlement and are not bound by the terms of the Settlement: Adelino P. Reis and Francisco Lopez.

5. As of the Effective Date, in exchange for the consideration set forth in the Settlement, Participating Class Members will be deemed to have, and by operation of the Final Approval Order and Judgment, will have, expressly waived and released the Released Parties of the Released Claims (as defined in the Settlement) to the fullest extent permitted by the law. All Settlement Class Members will be bound by a release of all claims and causes of action falling within the definition of Released Claims.

“Released Parties” means Defendants Borba Dairy Farms, LP; Borba Dairy Farms Home Ranch L.P.; Borba Family Winton Ranch Limited Partnership; BDF Custom Chopping, Inc.; BDF

1 Landholdings, LP; and B-6 Dairy, L.P., and their respective present or former parents, subsidiaries  
2 and affiliates, and officers, directors, employees, partners, shareholders, attorneys and agents, and  
3 any other successors, assigns, or legal representatives.

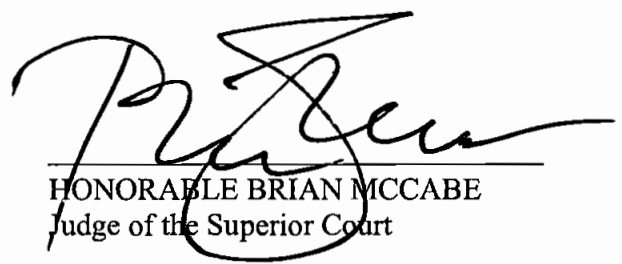
4 "Released Claims" means any and all claims, demands, rights, liabilities, and/or causes of  
5 action that were pleaded or could have been pleaded based upon the factual allegations set forth in  
6 the Complaint filed in the Action and arising at any time during the Class Period, including claims  
7 for (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3)  
8 Failure to Provide Overtime Wages; (4) Failure to Pay Minimum Wage; (5) Failure to Pay All  
9 Wages Due to Discharged and Quitting Employees; (6) Failure to Maintain Required Records; (7)  
10 Failure to Furnish Accurate Itemized Statements; (8) Failure to Indemnify Employees for  
11 Necessary Expenditures Incurred in Discharge of Duties; (9) Unfair and Unlawful Business  
12 Practices; and (10) Penalties under the Labor Code Private Attorneys General Act. In addition,  
13 Plaintiff has agreed to a general release of all claims against Defendants and a waiver of California  
14 Civil Code section 1542.

15 6. The Court reserves exclusive and continuing jurisdiction over the action, the Class  
16 Representative, the Participating Class Members, and Defendants for purposes of supervising the  
17 implementation, enforcement, construction, administration and interpretation of the Settlement and  
18 this Amended Judgment.

19 7. The Settlement Administrator shall post notice of this Amended Judgment on its  
20 website within ten (10) calendar days of the Court's entry of this Amended Judgment.

21  
22 IT IS SO ORDERED.

23  
24 DATED: JAN 1 1 2022

  
HONORABLE BRIAN MCCABE  
Judge of the Superior Court

**EXHIBIT 1**

1 MATERN LAW GROUP, PC  
2 MATTHEW J. MATERN (SBN 159798)  
3 MATTHEW W. GORDON (SBN 267971)  
4 VANESSA M. RODRIGUEZ (SBN 316382)  
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9 Attorneys for Plaintiff  
10 YURY ALEXANDER ROQUE CAMPOS  
11 individually, and on behalf of all others  
12 similarly situated

13 [*Additional counsel listed on following page*]

14

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

17

18 YURY ALEXANDER ROQUE CAMPOS,  
19 an individual, on behalf of himself and all  
20 others similarly situated,  
21  
22 Plaintiff,

23

24 vs.  
25 BORBA DAIRY FARMS, LP, a California  
26 limited partnership; BORBA DAIRY  
27 FARMS HOME RANCH L.P., a California  
28 limited partnership; BORBA FAMILY  
WINTON RANCH LIMITED  
PARTNERSHIP, a California limited  
partnership; BDF CUSTOM CHOPPING,  
INC., a California corporation; BDF  
LANDHOLDINGS, LP, a California limited  
partnership; B-6 DAIRY, L.P., a California  
limited partnership; and DOES 1 through 50,  
inclusive,

29

30 Defendants.

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32

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Case No.: 19CV-03966

CLASS ACTION

[Assigned for all purposes to the  
Hon. Brian McCabe, Courtroom 8]

**AMENDMENT TO STIPULATION OF  
CLASS ACTION SETTLEMENT**

Action Filed: September 11, 2019  
Trial Date: Not Set

1 RAIMONDO & ASSOCIATES, A LAW CORPORATION  
2 Anthony P. Raimondo (SBN 200387)  
3 Gerardo V. Hernandez (SBN 292809)  
4 Steven R. Wainess (SBN 106645)  
5 James D. Miller (SBN 207709)  
6 7110 N. Marks Avenue, Suite 104  
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10 RODARAKIS & SOUSA  
11 A PROFESSIONAL LAW CORPORATION  
12 George P. Rodarakis (SBN 222214)  
13 Eric Sousa (SBN 232541)  
14 100 Sycamore Avenue, Suite 101  
15 Modesto, California 95354  
16 Telephone: (209) 554-5232  
17 Facsimile: (209) 544-1085

18 Attorneys for Defendants BORBA DAIRY FARMS, LP, BORBA DAIRY FARMS HOME  
19 RANCH, LP, BORBA FAMILY WINTON RANCH LIMITED PARTNERSHIP, BDF  
20 CUSTOM CHOPPING, INC., BDF LANDHOLDINGS, and B-6 DIARY, L.P.  
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1 IT IS HEREBY STIPULATED, by and between Plaintiff Yury Alexander Roque  
2 Campos ("Plaintiff"), individually and on behalf of all others similarly situated, on the one hand,  
3 and Defendants Borba Dairy Farms, LP, Borba Dairy Farms Home Ranch L.P., Borba Family  
4 Winton Ranch Limited Partnership, BDF Custom Chopping, Inc., BDF Landholdings, LP, and  
5 B-6 Dairy, L.P. ("Defendants"), on the other hand, and subject to the approval of the Court, that  
6 the foregoing modifies the parties' Stipulation of Class Action Settlement ("Settlement"), which  
7 is attached hereto as **Exhibit A**.

8 **AMENDMENT TO STIPULATION OF CLASS ACTION SETTLEMENT**

9 1. Paragraph 48 of the Settlement shall be replaced in its entirety to read as follows:  
10 "Funding and Allocation of Maximum Settlement Amount. Class Members shall not be  
11 required to submit a claim in order to receive a share of the Net Settlement Amount, and no  
12 portion of the Maximum Settlement Amount shall revert to Defendants. The Maximum  
13 Settlement Amount shall be paid by Defendants to the Settlement Administrator in two  
14 installments as follows: \$300,000.00 by December 23, 2021 ("First Installment Payment"); and  
15 \$250,000.00 by May 1, 2022 ("Second Installment Payment"). Defendants shall provide the  
16 Maximum Settlement Amount to the Settlement Administrator in any feasible manner,  
17 including, but not limited to, by way of a wire transfer. By December 23, 2021, Defendants  
18 shall also pay the Settlement Administrator any additional cost associated with a second  
19 distribution of the Maximum Settlement Amount, which is currently estimated to be \$5,000.00.  
20 In no event shall there be any distribution from the Maximum Settlement Amount until after the  
21 Effective Date and all conditions precedent specified in this Stipulation have been completely  
22 satisfied. If this Settlement is not finally approved by the Court in full, or is terminated,  
23 rescinded, canceled or fails to become effective for any reason, or if the Effective Date does not  
24 occur, then no Maximum Settlement Amount shall be paid.

25 a. Individual Settlement Payments. Individual Settlement Payments shall be  
26 paid by the Settlement Administrator from the Net Settlement Amount and shall be paid  
27 pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed by the  
28 Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's

1 last known mailing address in two installments. Fifty percent of each Participating Class  
 2 Member's Individual Settlement Payment shall be mailed by the Settlement Administrator  
 3 within fourteen (14) days after Defendants provide the Settlement Administrator with the First  
 4 Installment Payment. The remaining fifty percent of each Participating Class Members'  
 5 Individual Settlement Payment shall be mailed by the Settlement Administrator within fourteen  
 6 (14) days after Defendants provide the Settlement Administrator with the Second Installment  
 7 Payment. Individual Settlement Payments shall be allocated as follows: 20% as wages subject to  
 8 all applicable tax withholdings, 60% as non-wage penalties not subject to payroll tax  
 9 withholdings, and 20% as non-wage interest not subject to payroll tax withholdings. The  
 10 Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for  
 11 the portion of the Individual Settlement Payment allocated as wages and subject to all applicable  
 12 tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each  
 13 Participating Class Member for the portion of the Individual Settlement Payment allocated as  
 14 non-wage penalties and interest and not subject to payroll tax withholdings.

15           i. Each Participating Class Member's Individual Settlement  
 16 Payment shall be calculated solely by the Settlement Administrator according to the following  
 17 formula: Defendants shall provide the Settlement Administrator with the Total Qualified  
 18 Workweeks; the Settlement Administrator shall then (1) divide the Net Settlement Amount by  
 19 the Total Qualified Workweeks and then (2) multiply each Participating Class Member's  
 20 number of Qualified Workweeks by the result in (1) to obtain the amount of each Participating  
 21 Class Member's Individual Settlement Payment. The Individual Settlement Payment will be  
 22 reduced by any required legal deductions for each Participating Class Member.

23           ii. Individual Settlement Payments shall be made by check and shall  
 24 be made payable to each Participating Class Member as set forth in this Stipulation.

25           iii. The back of each check issued to Participating Class Members  
 26 shall state as follows: "My signature hereon constitutes my declaration, under penalty of  
 27 perjury, that I am the individual to whom this check was made payable and serves as my full  
 28 and complete release of all 'Released Claims' as described more fully in the Stipulation and the



1 Notice of Class Action Settlement.”

2 iv. If an Individual Settlement Payment check remains uncashed after  
3 One Hundred Eighty (180) days from issuance, the Settlement Administrator shall void the  
4 check and the funds from the voided check shall be distributed by the Settlement Administrator  
5 to the California State Controller’s Office Unclaimed Property Fund in the name of the class  
6 member. In such event, the Participating Class Member shall nevertheless remain bound by the  
7 Settlement.

8 b. Individual Settlement Payments Do Not Trigger Employment  
9 Relationship or Additional Benefits. All monies received by Participating Class Members under  
10 the Settlement which are attributable to wages shall constitute income to such Participating  
11 Class Members solely in the year in which such monies actually are received by the  
12 Participating Class Members. It is expressly understood and agreed that the receipt of  
13 Individual Settlement Payments shall not entitle any Participating Class Member to additional  
14 compensation or benefits under any collective bargaining agreement or under any bonus, contest  
15 or other compensation or benefit plan or agreement in place during the period covered by the  
16 Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or  
17 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual  
18 Settlement Payments provided for in this Stipulation are the sole payments to be made by  
19 Defendants to Participating Class Members in connection with this Settlement, with the  
20 exception of Plaintiff, and that the Participating Class Members are not entitled to any new or  
21 additional compensation or benefits as a result of having received the Individual Settlement  
22 Payments (notwithstanding any contrary language or agreement in any collective bargaining  
23 agreement or in any benefit or compensation plan document that might have been in effect  
24 during the period covered by this Settlement). Furthermore, the receipt of Individual Settlement  
25 Payments by Participating Class Members shall not, and does not, by itself establish any  
26 general, special, or joint employment relationship between and among the Participating Class  
27 Member(s) and Defendants.

28 c. Class Representative Service Award. Subject to Court approval, Plaintiff

1 shall be paid a Class Representative Service Award not to exceed Ten Thousand Dollars  
2 (\$10,000.00), or any lesser amount as awarded by the Court, for his time and effort in bringing  
3 and prosecuting the Action and for releasing his Released Claims. Defendants agree not to  
4 oppose or object to this request if it complies with the terms of this Stipulation. Fifty percent of  
5 the Class Representative Service Award shall be paid to Plaintiff from the Maximum Settlement  
6 Amount no later than fourteen (14) days after Defendants provide the Settlement Administrator  
7 with the First Installment Payment. The remaining fifty percent of the Class Representative  
8 Service Award shall be paid to Plaintiff from the Maximum Settlement Amount no later than  
9 fourteen (14) days after Defendants provide the Settlement Administrator with the Second  
10 Installment Payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff  
11 for his respective Class Representative Service Award. Plaintiff shall be solely and legally  
12 responsible to pay any and all applicable taxes on his respective Class Representative Service  
13 Award and shall hold harmless Defendants, Class Counsel, and Defense Counsel from any  
14 claim or liability for taxes, penalties, or interest arising as a result of payment of the Class  
15 Representative Service Award. The Class Representative Service Award shall be made in  
16 addition to Plaintiff's Individual Settlement Payment. Any amount requested by Plaintiff for the  
17 Class Representative Service Award and not awarded by the Court shall become part of the Net  
18 Settlement Amount and shall be distributed to Participating Class Members as part of their  
19 Individual Settlement Payments.

20 d. Class Counsel Award. Subject to Court approval, Class Counsel shall be  
21 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (33 1/3%) of  
22 the Maximum Settlement Amount, which amounts to One Hundred Eighty-Three Thousand  
23 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$183,333.33). In addition, subject  
24 to Court approval, Class Counsel shall be entitled to an award of reasonable costs associated  
25 with Class Counsel's prosecution of the Action in an amount not to exceed Nine Thousand  
26 Dollars (\$9,000.00). Class Counsel shall provide the Settlement Administrator with a properly  
27 completed and signed IRS Form W-9 in order for the Settlement Administrator to process the  
28 Class Counsel Award approved by the Court. Defendants shall not oppose or object to Class

1 Counsel's request for a Class Counsel Award that complies with the terms of this Stipulation.  
2 In the event the Court awards Class Counsel less than One Hundred Eighty-Three Thousand  
3 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$183,333.33) in attorneys' fees  
4 and/or less than Nine Thousand Dollars (\$9,000.00) in costs, the difference shall become part of  
5 the Net Settlement Amount and shall be distributed to Participating Class Members as part of  
6 their Individual Settlement Payments. Class Counsel shall be paid fifty percent of any Court-  
7 approved attorneys' fees and costs no later than fourteen (14) days after Defendants provide the  
8 Settlement Administrator with the First Installment Payment. Class Counsel shall be paid the  
9 remaining fifty percent of any Court-approved attorneys' fees and costs no later than  
10 fourteen (14) days after Defendants provide the Settlement Administrator with the Second  
11 Installment Payment. Class Counsel shall be solely and legally responsible to pay all applicable  
12 taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS Form 1099  
13 to Class Counsel for the Class Counsel Award. This Settlement is not conditioned upon the  
14 Court awarding Class Counsel any particular amount of attorneys' fees or costs.

15 e. Settlement Administration Costs. The Settlement Administrator shall be  
16 paid from the Maximum Settlement Amount for the Settlement Administration Costs, which are  
17 estimated not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00), not including the  
18 additional cost for a second distribution, which shall be paid by Defendants no later than  
19 December 23, 2021, in addition to the Maximum Settlement Amount. Any portion of the  
20 estimated or designated Settlement Administration Costs that are not in fact required to fulfill  
21 the total settlement administration costs shall become part of the Net Settlement Amount. Prior  
22 to Plaintiff filing a motion for final approval of this Settlement, the Settlement Administrator  
23 shall provide the Parties with a statement detailing the Settlement Administration Costs to date.  
24 The Parties agree to cooperate in the settlement administration process and to make all  
25 reasonable efforts to control and minimize Settlement Administration Costs.

26 i. The Parties each represent they do not have any financial interest  
27 in the Settlement Administrator or otherwise have a relationship with the Settlement  
28 Administrator that could create a conflict of interest.

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ii. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund (“QSF”) pursuant to IRS rules and regulations in which the Maximum Settlement Amount shall be placed and from which payments required by the Settlement shall be made.

iii. The Settlement Administrator shall be entitled to withdraw from the QSF fifty percent of its Settlement Administration Costs no earlier than fourteen (14) days after Defendants provide the Settlement Administrator with the First Installment Payment. The Settlement Administrator shall be entitled to withdraw from the QSF the remaining fifty percent of its Settlement Administration Costs no earlier than fourteen (14) days after Defendants provide the Settlement Administrator with the Second Installment Payment.

f. Payment to the LWDA. Twenty Thousand Dollars (\$20,000.00) from the Maximum Settlement Amount shall be allocated to penalties under PAGA, of which Fifteen Thousand Dollars (\$15,000.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Five Thousand Dollars (\$5,000.00) shall be part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payments. The Settlement Administrator shall pay the LWDA \$7,500.00 no later than fourteen (14) days after Defendants provide the Settlement Administrator with the First Installment Payment. The Settlement Administrator shall pay the LWDA an additional \$7,500.00 no later than fourteen (14) days after Defendants provide the Settlement Administrator with the Second Installment Payment.”

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**IT IS SO STIPULATED.**

Dated: December 22, 2021

Matern Law Group, PC

By: *Vanessa M. Rodriguez*  
MATTHEW J. MATERN  
MATTHEW W. GORDON  
VANESSA M. RODRIGUEZ  
Attorneys for Plaintiff YURY ALEXANDER  
ROQUE CAMPOS

Dated: 12/22, 2021

Raimondo & Associates, A Law Corporation

By: *James D. Miller*  
Anthony P. Raimondo  
Steven R. Wainess  
James D. Miller  
Attorneys for Defendants  
BORBA DAIRY FARMS, LP; BORBA  
DAIRY FARMS HOME RANCH L.P.;  
BORBA FAMILY WINTON RANCH  
LIMITED PARTNERSHIP; BDF CUSTOM  
CHOPPING, INC.; BDF LANDHOLDINGS,  
LP; and B-6 DAIRY, L.P.

# **EXHIBIT A**

1 MATERN LAW GROUP, PC  
2 MATTHEW J. MATERN (SBN 159798)  
3 MATTHEW W. GORDON (SBN 267971)  
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9 Attorneys for Plaintiff  
10 YURY ALEXANDER ROQUE CAMPOS  
11 individually, and on behalf of all others  
12 similarly situated

13 *[Additional counsel listed on following page]*

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

16 YURY ALEXANDER ROQUE CAMPOS,  
17 an individual, on behalf of himself and all  
18 others similarly situated,  
19 Plaintiff,

20 vs.

21 BORBA DAIRY FARMS, LP, a California  
22 limited partnership; BORBA DAIRY  
23 FARMS HOME RANCH L.P., a California  
24 limited partnership; BORBA FAMILY  
25 WINTON RANCH LIMITED  
26 PARTNERSHIP, a California limited  
27 partnership; BDF CUSTOM CHOPPING,  
28 INC., a California corporation; BDF  
LANDHOLDINGS, LP, a California limited  
partnership; B-6 DAIRY, L.P., a California  
limited partnership; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 19CV-03966

CLASS ACTION

[Assigned for all purposes to the  
Hon. Brian McCabe, Courtroom 8]

**STIPULATION OF CLASS ACTION  
SETTLEMENT**

Action Filed: September 11, 2019  
Trial Date: Not Set

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RAIMONDO & ASSOCIATES, A LAW CORPORATION  
Anthony P. Raimondo (SBN 200387)  
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Attorneys for Defendants BORBA DAIRY FARMS, LP, BORBA DAIRY FARMS HOME RANCH, LP, BORBA FAMILY WINTON RANCH LIMITED PARTNERSHIP, BDF CUSTOM CHOPPING, INC., BDF LANDHOLDINGS, and B-6 DIARY, L.P.



1 IT IS HEREBY STIPULATED, by and between Plaintiff Yury Alexander Roque  
2 Campos (“Plaintiff”), individually and on behalf of all others similarly situated, on the one hand,  
3 and Defendants Borba Dairy Farms, LP, Borba Dairy Farms Home Ranch L.P., Borba Family  
4 Winton Ranch Limited Partnership, BDF Custom Chopping, Inc., BDF Landholdings, LP, and  
5 B-6 Dairy, L.P. (“Defendants”), on the other hand, and subject to the approval of the Court, that  
6 the Action is hereby compromised and settled pursuant to the terms and conditions set forth in  
7 this Stipulation and that the Court shall make and enter judgment, subject to the continuing  
8 jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set  
9 forth herein which by this reference become an integral part of this Stipulation.

10 **DEFINITIONS**

11 1. “Action” means the putative class and representative action entitled *Yury*  
12 *Alexander Roque Campos. v. Borba Dairy Farms, LP, et al.*, in the Superior Court of California,  
13 County of Merced, Case No. 19CV-03966.

14 2. “Class Counsel” means Matern Law Group, PC, including, but not limited to,  
15 Matthew J. Matern, Matthew W. Gordon, and Vanessa M. Rodriguez.

16 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s  
17 litigation and resolution of the Action (not to exceed 33 1/3% of the Maximum Settlement  
18 Amount), and Class Counsel’s expenses and costs reasonably incurred in connection with the  
19 Action (not to exceed \$9,000.00).

20 4. “Class Information” means information regarding Class Members that  
21 Defendants shall in good faith compile from their records and shall be authorized by the Court  
22 to transmit in a secured manner to the Settlement Administrator and which the Settlement  
23 Administrator shall agree in writing to maintain in a secure manner. Class Information shall be  
24 transmitted in electronic form and shall include: each Class Member’s full name; last known  
25 address; Social Security number; and Qualified Workweeks.

26 5. “Class Members” means all persons employed by Defendants in the State of  
27 California at any time during the Class Period as a non-exempt employee.

28 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the

1 form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement  
2 Administrator shall mail to each Class Member explaining the terms of this Stipulation and the  
3 Settlement.

4 7. "Class Period" means the period from September 11, 2015 through January 3,  
5 2021.

6 8. "Class Representative Service Award" means the amount that the Court  
7 authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment, in  
8 recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action.

9 9. "Complaint" means the operative Complaint on file in the Action.

10 10. "Court" means the Superior Court of California for the County of Merced.

11 11. "Defense Counsel" means Raimondo & Associates, A Law Corporation,  
12 including Anthony P. Raimondo, Steven R. Wainess, and James D. Miller, and Rodarakis &  
13 Sousa, A Professional Law Corporation, including George P. Rodarakis and Eric Sousa.

14 12. "Defendants" means Defendants Borba Dairy Farms, LP; Borba Dairy Farms  
15 Home Ranch L.P.; Borba Family Winton Ranch Limited Partnership; BDF Custom Chopping,  
16 Inc.; BDF Landholdings, LP; and B-6 Dairy, L.P.

17 13. "Effective Date" means the latter of: (a) if there are no objections to the  
18 Settlement, the date upon which the Judgment is entered by the Court; (b) if there are objections  
19 to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-  
20 first (61<sup>st</sup>) day after the date upon which the Judgment is entered; or (c) if an appeal, review or  
21 writ is sought from the Judgment, the date upon which all appellate and/or other proceedings  
22 resulting from the appeal, review or writ have been finally terminated in such a manner as to  
23 permit the Judgment to take effect in substantially the form described herein.

24 14. "Employer's Share of Payroll Taxes" means Defendants' portion of payroll  
25 taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement  
26 Payments that constitutes wages. The Employer's Share of Payroll Taxes shall be paid  
27 separately from and in addition to the Maximum Settlement Amount.

28 15. "Final Approval Hearing" means the hearing to be conducted by the Court after

1 the filing by Plaintiff of an appropriate motion and following appropriate notice to Class  
2 Members giving Class Members an opportunity to request exclusion from the Class and  
3 Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court  
4 finally approve the fairness, reasonableness and adequacy of the terms and conditions of the  
5 Settlement, enter the Final Order and Judgment, and take other appropriate action.

6 16. "Final Order and Judgment" means the order and judgment to be entered by the  
7 Court upon granting final approval of the Settlement and this Stipulation as binding upon the  
8 Parties and Participating Class Members.

9 17. "Individual Settlement Payment" means the amount payable from the Net  
10 Settlement Amount to each Participating Class Member.

11 18. "Information Sheet" means the form that shall be prepared by the Settlement  
12 Administrator and sent to each Class Member that sets forth the Qualified Workweeks and the  
13 estimated Individual Settlement Payment for the Class Member, substantially in the form  
14 attached as **Exhibit 2**.

15 19. "LWDA" means the California Labor and Workforce Development Agency.

16 20. "Maximum Settlement Amount" means the maximum amount Defendants shall  
17 have to pay in connection with this Settlement, by way of a common fund, which shall be  
18 inclusive of all Individual Settlement Payments to Participating Class Members, the Class  
19 Counsel Award, the Settlement Administration Costs, the Class Representative Service Award,  
20 and the PAGA payments to Participating Class Members and the LWDA. No portion of the  
21 Maximum Settlement Amount shall revert to Defendants. Subject to Court approval and the  
22 terms of this Stipulation, the Maximum Settlement Amount Defendants shall be required to pay  
23 is Five Hundred Fifty Thousand Dollars (\$550,000.00). The Employer's Share of Payroll Taxes  
24 shall be paid separately from and in addition to the Maximum Settlement Amount.

25 21. "Net Settlement Amount" means the Maximum Settlement Amount, less the  
26 Class Counsel Award, the PAGA payment to the LWDA, the Settlement Administration Costs,  
27 and the Class Representative Service Award.

28 22. "Notice Packet" means the packet of documents which shall be mailed to all

1 Class Members by the Settlement Administrator, including the Class Notice, the Request for  
2 Exclusion, and the Information Sheet.

3 23. "PAGA" means the Labor Code Private Attorneys General Act of 2004,  
4 California Labor Code sections 2698, et seq.

5 24. "Participating Class Members" means Plaintiff and all other Class Members who  
6 do not submit a valid and timely Request for Exclusion.

7 25. "Parties" means Plaintiff and Defendants.

8 26. "Plaintiff" means Plaintiff Yury Alexander Roque Campos.

9 27. "Preliminary Approval Order" means the order to be issued by the Court  
10 approving and authorizing the mailing of the Notice Packet by the Settlement Administrator,  
11 setting the date of the Final Approval Hearing and granting preliminary approval of the  
12 Settlement set forth in this Stipulation, among other things.

13 28. "Qualified Workweeks" means the total number of weeks that a Participating  
14 Class Member actually performed work for Defendants, or any of them, as a non-exempt  
15 employee during the Class Period. Qualified Workweeks will be calculated to exclude  
16 workweeks in which a Participating Class Member did not perform any work but earned  
17 compensation for non-work time such as vacation time, sick time, disability leave, or other  
18 medical leave.

19 29. "Released Claims" with respect to the Participating Class Members (other than  
20 Plaintiff) means any and all claims, demands, rights, liabilities, and/or causes of action that were  
21 pleaded or could have been pleaded based upon the factual allegations set forth in the Complaint  
22 filed in the Action and arising at any time during the Class Period, including claims for (1)  
23 Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3)  
24 Failure to Provide Overtime Wages; (4) Failure to Pay Minimum Wage; (5) Failure to Pay All  
25 Wages Due to Discharged and Quitting Employees; (6) Failure to Maintain Required Records;  
26 (7) Failure to Furnish Accurate Itemized Statements; (8) Failure to Indemnify Employees for  
27 Necessary Expenditures Incurred in Discharge of Duties; (9) Unfair and Unlawful Business  
28 Practices; and (10) Penalties under the Labor Code Private Attorneys General Act.

1           30.     “Released Claims,” with respect to Plaintiff only, means any and all claims,  
2 demands, rights, liabilities, and/or causes of action, of any form whatsoever, claims relating to  
3 or arising from his employment with Defendants during the Class Period, including but not  
4 limited to: any and all wage-and-hour claims arising under the laws of the State of California,  
5 including, without limitation, statutory, constitutional, contractual, and/or common law claims  
6 for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated  
7 damages, and/or punitive damages (including, without limitation, claims under any applicable  
8 Industrial Welfare Commission Wage Order, the California Private Attorneys General Act, or  
9 any other provision of the California Labor Code); Title VII of the Civil Rights Act of 1964; 42  
10 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation  
11 Act of 1973; the Family and Medical Leave Act; the Employee Retirement Income Security  
12 Act; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); the  
13 California Fair Employment and Housing Act; any state, civil, or statutory laws, including any  
14 and all human rights laws and laws against discrimination; any other federal, state, or local  
15 statutes, codes, or ordinances; any common law, contract law, or tort law cause of action.  
16 Plaintiff expressly waives the protections of California Civil Code section 1542, which reads as  
17 follows:

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

22           31.     “Released Parties” means Defendants Borba Dairy Farms, LP; Borba Dairy  
23 Farms Home Ranch L.P.; Borba Family Winton Ranch Limited Partnership; BDF Custom  
24 Chopping, Inc.; BDF Landholdings, LP; and B-6 Dairy, L.P., and their respective present or  
25 former parents, subsidiaries and affiliates, and officers, directors, employees, partners,  
26 shareholders, attorneys and agents, and any other successors, assigns, or legal representatives.

27           32.     “Request for Exclusion” means the form which shall be sent by the Settlement  
28 Administrator to each Class Member and by which Class Members shall elect, if at all, to be

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excluded from the Action and Settlement, substantially in the form attached as **Exhibit 3**.

33. "Response Deadline" means the date sixty (60) days after the Settlement Administrator mails the Notice Packets to Class Members and the last date on which Class Members may submit a Request for Exclusion or objection to the Settlement.

34. "Settlement" means the final and complete disposition of the Action pursuant to this Stipulation.

35. "Settlement Administration Costs" means the reasonable costs and fees of administration of this Settlement to be paid to the Settlement Administrator from the Maximum Settlement Amount, not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00), including, but not limited to: (i) translation of Notice Packets into Spanish; (ii) printing and mailing and re-mailing (if necessary) of Notice Packets to Class Members; (iii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iv) computing the amount of and distributing Individual Settlement Payments, Class Representative Service Award and Class Counsel Award; (v) processing and validating Requests for Exclusion; (vi) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vii) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement; (viii) providing weekly updates to Class Counsel and Defense Counsel regarding the administration of the Settlement; and (ix) posting the Judgment on the Settlement Administrator's website.

36. "Settlement Administrator" means ILYM Group, Inc.

37. "Total Qualified Workweeks" means the total number of Qualified Workweeks worked by all Participating Class Members for Defendants during the Class Period.

**RECITALS**

38. Procedural History. Pursuant to Labor Code § 2699.3, on June 7, 2019, Plaintiff Yury Alexander Roque Campos provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code and applicable IWC Wage Order Plaintiff alleges Defendants violated. On September 11, 2019, Plaintiff filed a class and representative action in

1 Merced County Superior Court, entitled *Yury Alexander Roque Campos. v. Borba Dairy Farms,*  
2 *LP, et al.*, Case No. 19CV-03966. Plaintiff's complaint alleged ten causes of action for: failure  
3 to provide required meal periods, failure to provide required rest periods, failure to pay  
4 overtime, failure to pay minimum wages, failure to pay all wages due to discharged and quitting  
5 employees, failure to maintain required records, failure to furnish accurate, itemized wage  
6 statements, failure to indemnify employees for necessary expenditures incurred in discharge of  
7 duties, unfair and unlawful business practices, and penalties under PAGA.

8 39. On August 26, 2020, Plaintiff and Defendants participated in a private mediation  
9 with Honorable Steven M. Vartabedian (Ret.), but were unable to reach a settlement. Thereafter,  
10 the Parties continued to engage in settlement discussions with the assistance of Justice  
11 Vartabedian. On November 16, 2020, the Parties entered into a Memorandum of  
12 Understanding, subject to the Parties entering into a more comprehensive written settlement  
13 agreement.

14 40. Benefits of Settlement to Plaintiff and Class Members. Plaintiff and Class  
15 Counsel recognize the expense and length of continued proceedings necessary to litigate  
16 Plaintiff's disputes in the Action through trial and through any possible appeals. Plaintiff also  
17 has taken into account the uncertainty and risks of the outcome of further litigation, and the  
18 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of  
19 the burdens of proof necessary to establish liability for the claims asserted in the Action, both  
20 generally and in response to Defendants' defenses thereto, and the difficulties in establishing  
21 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel  
22 also have taken into account Defendants' agreement to enter into a settlement that confers  
23 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class  
24 Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and  
25 reasonable, and is in the best interests of all Class Members.

26 41. Defendants' Reasons for Settlement. Defendants have concluded that any further  
27 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of  
28 Defendants' time, energy, and resources have been, and unless this Settlement is completed,

1 shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendants have  
2 also taken into account the risks of further litigation in reaching their decision to enter into this  
3 Settlement. Even though Defendants continue to contend that they are not liable for any of the  
4 claims alleged by Plaintiff in the Action, Defendants have agreed, nonetheless, to settle in the  
5 manner and upon the terms set forth in this Stipulation and to put to rest the claims alleged in  
6 the Action. Defendants have asserted and continue to assert that the claims alleged by Plaintiff  
7 have no merit and do not give rise to any liability, damages, restitution, penalties or other  
8 payments. This Stipulation is a compromise of disputed claims. Nothing contained in this  
9 Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation,  
10 shall be construed or used as an admission by or against Defendants as to the merits or lack  
11 thereof of the claims asserted in the Action. Defendants contend that they have complied with  
12 all applicable state, federal and local laws.

13 **TERMS OF SETTLEMENT**

14 NOW THEREFORE, in consideration of the mutual covenants, promises, and  
15 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

16 42. Binding Settlement. This Settlement shall bind the Parties, all Participating Class  
17 Members, Class Counsel and Defense Counsel, subject to the terms and conditions hereof and  
18 the occurrence of the Effective Date.

19 43. Tax Liability. The Parties make no representations as to the tax treatment or  
20 legal effect of the payments specified herein, and Class Members are not relying on any  
21 statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.  
22 Participating Class Members understand and agree that they shall be responsible for the  
23 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the  
24 Parties, Class Counsel and Defense Counsel free and harmless from and against any claims  
25 resulting from treatment of such payments as non-taxable, including the treatment of such  
26 payments as not subject to withholding or deduction for payroll and employment taxes.

27 44. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no  
28 provision of this Stipulation, and no written communication or disclosure between or among the



1 Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall  
 2 any such communication or disclosure constitute or be construed or be relied upon as, tax advice  
 3 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as  
 4 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,  
 5 independent legal and tax counsel for advice (including tax advice) in connection with this  
 6 Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any  
 7 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any  
 8 communication or disclosure by any attorney or advisor to any other party to avoid any tax  
 9 penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any  
 10 other party has imposed any limitation that protects the confidentiality of any such attorney's or  
 11 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure  
 12 by the acknowledging party of the tax treatment or tax structure of any transaction, including  
 13 any transaction contemplated by this Stipulation.

14         45.     Preliminary Approval of Settlement. After this Stipulation is fully executed,  
 15 Plaintiff shall move the Court to enter the Preliminary Approval Order, thereby conditionally  
 16 certifying the Class for settlement purposes only and setting a Final Approval Hearing date.  
 17 The Parties agree to work diligently and cooperatively to have this Settlement presented to the  
 18 Court for preliminary approval. The Preliminary Approval Order shall provide for, among other  
 19 things, the Notice Packet to be sent to Class Members as specified herein. The Parties agree that  
 20 the conditional certification of the Class is for settlement purposes only and is in no way an  
 21 admission by Defendants in the Action or in any other proceeding that class certification is  
 22 proper.

23         46.     Release by Plaintiff and Other Participating Class Members: Upon the Effective  
 24 Date, Plaintiff and all other Participating Class Members shall be deemed to have released their  
 25 respective Released Claims against the Released Parties.

26         "Released Parties" means Defendants Borba Dairy Farms, LP; Borba Dairy Farms Home  
 27 Ranch L.P.; Borba Family Winton Ranch Limited Partnership; BDF Custom Chopping, Inc.;  
 28 BDF Landholdings, LP; and B-6 Dairy, L.P., and their respective present or former parents,

1 subsidiaries and affiliates, and officers, directors, employees, partners, shareholders, attorneys  
2 and agents, and any other successors, assigns, or legal representatives.

3 “Released Claims” with respect to the Participating Class Members (other than Plaintiff)  
4 means any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded  
5 or could have been pleaded based upon the factual allegations set forth in the Complaint filed in  
6 the Action and arising at any time during the Class Period, including claims for: (1) Failure to  
7 Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to  
8 Provide Overtime Wages; (4) Failure to Pay Minimum Wage; (5) Failure to Pay All Wages Due  
9 to Discharged and Quitting Employees; (6) Failure to Maintain Required Records; (7) Failure to  
10 Furnish Accurate Itemized Statements; (8) Failure to Indemnify Employees for Necessary  
11 Expenditures Incurred in Discharge of Duties; (9) Unfair and Unlawful Business Practices; and  
12 (10) Penalties under the Labor Code Private Attorneys General Act.

13 “Released Claims,” with respect to Plaintiff only, means any and all claims, demands,  
14 rights, liabilities, and/or causes of action, of any form whatsoever, claims relating to or arising  
15 from his employment with Defendants during the Class Period, including but not limited to: any  
16 and all wage-and-hour claims arising under the laws of the State of California, including,  
17 without limitation, statutory, constitutional, contractual, and/or common law claims for wages,  
18 damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated damages,  
19 and/or punitive damages (including, without limitation, claims under any applicable Industrial  
20 Welfare Commission Wage Order, the California Private Attorneys General Act, or any other  
21 provision of the California Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. §  
22 1981; the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of  
23 1973; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the  
24 California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); the California Fair  
25 Employment and Housing Act; any state, civil, or statutory laws, including any and all human  
26 rights laws and laws against discrimination; any other federal, state, or local statutes, codes, or  
27 ordinances; any common law, contract law, or tort law cause of action. Plaintiff expressly  
28 waives the protections of California Civil Code section 1542, which reads as follows:

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

5           Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and  
6           complete release and discharge of all of their Released Claims, Plaintiff expressly acknowledges  
7           that this Settlement is intended to include in its effect, without limitation, all Released Claims  
8           which Plaintiff does not know or suspect to exist in his favor at the time of execution hereof,  
9           and that the Settlement contemplates the extinguishment of all such Released Claims.

10           47.    Settlement Administration.

11           a.     Within fifteen (15) days of entry of the Preliminary Approval Order,  
12           Defendants shall provide the Settlement Administrator with the Class Information for purposes  
13           of mailing the Notice Packets to Class Members.

14                    i.    Notice by First Class U.S. Mail. Upon receipt of the Class  
15           Information, the Settlement Administrator shall perform a search based on the National Change  
16           of Address Database maintained by the United States Postal Service to update and correct any  
17           known or identifiable address changes. Within fifteen (15) days after receiving the Class  
18           Information from Defendants as provided herein, the Settlement Administrator shall mail copies  
19           of the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement  
20           Administrator shall exercise its best judgment to determine the current mailing address for each  
21           Class Member. The address identified by the Settlement Administrator as the current mailing  
22           address shall be presumed to be the most current mailing address for each Class Member. The  
23           Parties agree that this procedure for notice provides the best practical notice to Class Members  
24           and fully complies with due process.

25                    ii.   Undeliverable Notice Packets. Any Notice Packet returned to the  
26           Settlement Administrator as non-delivered on or before the Response Deadline shall be re-  
27           mailed to the forwarding address affixed thereto. If no forwarding address is provided, the  
28           Settlement Administrator shall promptly attempt to determine a correct address by the use of

1 skip-tracing, or other type of automated search, using the name, address and/or Social Security  
2 number of the Class Member involved, and shall then perform a re-mailing to the Class Member  
3 whose Notice Packet was returned as non-delivered, assuming another mailing address is  
4 identified by the Settlement Administrator. Class Members who are sent a re-mailed Notice  
5 Packet shall have their Response Deadline extended by fifteen (15) days from the date the  
6 Settlement Administrator re-mails the Notice Packet. If these procedures are followed, notice to  
7 Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the  
8 Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless  
9 remain a Participating Class Member and shall be bound by all terms of the Settlement and the  
10 Order and Final Judgment.

11 iii. Determination of Individual Settlement Payments. The  
12 Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual  
13 Settlement Payment under the terms of this Stipulation. The Settlement Administrator's  
14 determination of the eligibility for and amount of each Individual Settlement Payment shall be  
15 binding upon the Class Member and the Parties, yet subject to review by Class Counsel,  
16 Defense Counsel, and the Court. In the absence of fraud or gross negligence, Defendants'  
17 records shall be given the presumption of accuracy.

18 iv. Disputes Regarding Administration of Settlement. Any dispute  
19 not resolved by the Settlement Administrator concerning the administration of the Settlement  
20 shall be resolved by the Court. Prior to any such involvement of the Court, counsel for the  
21 Parties shall confer in good faith and make use of the services of Honorable Steven M.  
22 Vartabedian (Ret.), if necessary, to resolve the dispute without the necessity of involving the  
23 Court.

24 b. Exclusions. The Class Notice shall explain that Class Members who wish  
25 to exclude themselves from the Class and Settlement must submit a Request for Exclusion to the  
26 Settlement Administrator by the Response Deadline. The Request for Exclusion: (1) must  
27 contain the name and address of the person requesting exclusion; (2) must be signed by the  
28 Class Member; and (3) must be postmarked by the Response Deadline and returned to the

1 Settlement Administrator at the specified address. Subject to review by Class Counsel, Defense  
 2 Counsel and the Court, the date of the postmark on the return mailing envelope on the Request  
 3 for Exclusion shall be the exclusive means used by the Settlement Administrator to determine  
 4 whether a Class Member has timely requested exclusion from the Settlement. Any Class  
 5 Member who timely and properly requests to be excluded from the Settlement shall not be  
 6 entitled to any benefits under the Settlement and shall not be bound by the terms of the  
 7 Settlement, nor shall the Class Member have any right to object to the Settlement or appeal from  
 8 the entry of the Final Order and Judgment. Class Members who do not submit a valid and  
 9 timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of  
 10 the Settlement and the Final Order and Judgment entered in this Action if the Settlement is  
 11 finally approved by the Court. No later than ten (10) days after the Response Deadline, the  
 12 Settlement Administrator shall provide counsel for the Parties with a complete list of all Class  
 13 Members who submitted a timely and valid Request for Exclusion.

14 c. Defendants' Right to Void Settlement. If Class Members representing  
 15 more than twenty percent (20%) of the Class's pay periods timely submit a Notice of Objection  
 16 or Request for Exclusion, Defendants shall have the exclusive right to void this Settlement.  
 17 Defendants shall make their election prior to the date of the Final Approval Hearing. If  
 18 Defendants decide to void the Settlement, then the Settlement and conditional class certification  
 19 shall be considered void, and neither the Settlement, conditional class certification, nor any of  
 20 the related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand  
 21 in the same position, without prejudice, as if this Stipulation had been neither entered into nor  
 22 filed with the Court, and any and all monies paid by Defendants shall be returned to Defendants  
 23 with the exception of one-half the Settlement Administration Costs. One-half of any Settlement  
 24 Administration Costs already incurred by the Settlement Administrator shall be paid by  
 25 Defendants to the Settlement Administrator and the other half by Plaintiff.

26 d. Objections. The Class Notice shall state that Class Members who wish to  
 27 object to the Settlement shall submit to the Settlement Administrator a written brief or statement  
 28 of objection ("Notice of Objection") by the Response Deadline. The Notice of Objection must

1 (1) state the full name of the Class Member; (2) be signed by the Class Member; (3) state the  
2 grounds for the objection; and (4) must be postmarked by the Response Deadline and returned  
3 to the Settlement Administrator at the specified address. Subject to review by Class Counsel,  
4 Defense Counsel, and the Court, the date of the postmark on the return mailing envelope on the  
5 Notice of Objection shall be the exclusive means used by the Settlement Administrator to  
6 determine whether a Class Member has timely objected to the Settlement. Class Members who  
7 fail to timely make objections in the manner specified herein shall be deemed to have waived  
8 any objections and shall be foreclosed from making any objections (whether by appeal or  
9 otherwise) to the Settlement. At no time shall any of the Parties, Class Counsel, or Defense  
10 Counsel seek to solicit or otherwise encourage or discourage Class Members to file and serve a  
11 Notice of Objection or appeal from the Final Order and Judgment.

12 e. Monitoring and Reviewing Settlement Administration. The Parties have  
13 the right to monitor and review the administration of the Settlement to verify that the monies  
14 allocated under the Settlement are distributed in a correct amount, as provided for in this  
15 Stipulation.

16 f. Best Efforts. The Parties agree to use their best efforts to carry out the  
17 terms of this Settlement.

18 48. Funding and Allocation of Maximum Settlement Amount. Class Members shall  
19 not be required to submit a claim in order to receive a share of the Net Settlement Amount, and  
20 no portion of the Maximum Settlement Amount shall revert to Defendants. The Maximum  
21 Settlement Amount shall be paid by Defendants to the Settlement Administrator in two  
22 installments as follows: \$300,000.00 within 61 days of the Court granting final approval of the  
23 Settlement; and \$250,000 by November 1, 2021. Defendants shall provide the Maximum  
24 Settlement Amount to the Settlement Administrator in any feasible manner, including, but not  
25 limited to, by way of a wire transfer. In no event shall there be any distribution from the  
26 Maximum Settlement Amount until after the Effective Date and all conditions precedent  
27 specified in this Stipulation have been completely satisfied. If this Settlement is not finally  
28 approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective

1 for any reason, or if the Effective Date does not occur, then no Maximum Settlement Amount  
2 shall be paid.

3 a. Individual Settlement Payments. Individual Settlement Payments shall be  
4 paid by the Settlement Administrator from the Net Settlement Amount and shall be paid  
5 pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed by the  
6 Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's  
7 last known mailing address within fourteen (14) days after Defendants provide the Settlement  
8 Administrator with the total Maximum Settlement Amount. Individual Settlement Payments  
9 shall be allocated as follows: 20% as wages subject to all applicable tax withholdings, 60% as  
10 non-wage penalties not subject to payroll tax withholdings, and 20% as non-wage interest not  
11 subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2  
12 to each Participating Class Member for the portion of the Individual Settlement Payment  
13 allocated as wages and subject to all applicable tax withholdings. The Settlement Administrator  
14 shall issue an IRS Form 1099 to each Participating Class Member for the portion of the  
15 Individual Settlement Payment allocated as non-wage penalties and interest and not subject to  
16 payroll tax withholdings.

17 i. Each Participating Class Member's Individual Settlement  
18 Payment shall be calculated solely by the Settlement Administrator according to the following  
19 formula: Defendants shall provide the Settlement Administrator with the Total Qualified  
20 Workweeks; the Settlement Administrator shall then (1) divide the Net Settlement Amount by  
21 the Total Qualified Workweeks and then (2) multiply each Participating Class Member's  
22 number of Qualified Workweeks by the result in (1) to obtain the amount of each Participating  
23 Class Member's Individual Settlement Payment. The Individual Settlement Payment will be  
24 reduced by any required legal deductions for each Participating Class Member.

25 ii. Individual Settlement Payments shall be made by check and shall  
26 be made payable to each Participating Class Member as set forth in this Stipulation.

27 iii. The back of each check issued to Participating Class Members  
28 shall state as follows: "My signature hereon constitutes my declaration, under penalty of

1 perjury, that I am the individual to whom this check was made payable and serves as my full  
2 and complete release of all 'Released Claims' as described more fully in the Stipulation and the  
3 Notice of Class Action Settlement.”

4 iv. If an Individual Settlement Payment check remains uncashed after  
5 One Hundred Eighty (180) days from issuance, the Settlement Administrator shall void the  
6 check and the funds from the voided check shall be distributed by the Settlement Administrator  
7 to the California State Controller's Office Unclaimed Property Fund in the name of the class  
8 member. In such event, the Participating Class Member shall nevertheless remain bound by the  
9 Settlement.

10 b. Individual Settlement Payments Do Not Trigger Employment  
11 Relationship or Additional Benefits. All monies received by Participating Class Members under  
12 the Settlement which are attributable to wages shall constitute income to such Participating  
13 Class Members solely in the year in which such monies actually are received by the  
14 Participating Class Members. It is expressly understood and agreed that the receipt of  
15 Individual Settlement Payments shall not entitle any Participating Class Member to additional  
16 compensation or benefits under any collective bargaining agreement or under any bonus, contest  
17 or other compensation or benefit plan or agreement in place during the period covered by the  
18 Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or  
19 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual  
20 Settlement Payments provided for in this Stipulation are the sole payments to be made by  
21 Defendants to Participating Class Members in connection with this Settlement, with the  
22 exception of Plaintiff, and that the Participating Class Members are not entitled to any new or  
23 additional compensation or benefits as a result of having received the Individual Settlement  
24 Payments (notwithstanding any contrary language or agreement in any collective bargaining  
25 agreement or in any benefit or compensation plan document that might have been in effect  
26 during the period covered by this Settlement). Furthermore, the receipt of Individual Settlement  
27 Payments by Participating Class Members shall not, and does not, by itself establish any  
28 general, special, or joint employment relationship between and among the Participating Class

{00188041.1}



1 Member(s) and Defendants.

2 c. Class Representative Service Award. Subject to Court approval, Plaintiff  
3 shall be paid a Class Representative Service Award not to exceed Ten Thousand Dollars  
4 (\$10,000.00), or any lesser amount as awarded by the Court, for his time and effort in bringing  
5 and prosecuting the Action and for releasing his Released Claims. Defendants agree not to  
6 oppose or object to this request if it complies with the terms of this Stipulation. The Class  
7 Representative Service Award shall be paid to Plaintiff from the Maximum Settlement Amount  
8 no later than fourteen (14) days after Defendants provide the Settlement Administrator with the  
9 total Maximum Settlement Amount. The Settlement Administrator shall issue an IRS  
10 Form 1099 to each Plaintiff for his respective Class Representative Service Award. Plaintiff  
11 shall be solely and legally responsible to pay any and all applicable taxes on his respective Class  
12 Representative Service Award and shall hold harmless Defendants, Class Counsel, and Defense  
13 Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment  
14 of the Class Representative Service Award. The Class Representative Service Award shall be  
15 made in addition to Plaintiff's Individual Settlement Payment. Any amount requested by  
16 Plaintiff for the Class Representative Service Award and not awarded by the Court shall become  
17 part of the Net Settlement Amount and shall be distributed to Participating Class Members as  
18 part of their Individual Settlement Payments.

19 d. Class Counsel Award. Subject to Court approval, Class Counsel shall be  
20 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (33 1/3%) of  
21 the Maximum Settlement Amount, which amounts to One Hundred Eighty-Three Thousand  
22 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$183,333.33). In addition, subject  
23 to Court approval, Class Counsel shall be entitled to an award of reasonable costs associated  
24 with Class Counsel's prosecution of the Action in an amount not to exceed Nine Thousand  
25 Dollars (\$9,000.00). Class Counsel shall provide the Settlement Administrator with a properly  
26 completed and signed IRS Form W-9 in order for the Settlement Administrator to process the  
27 Class Counsel Award approved by the Court. Defendants shall not oppose or object to Class  
28 Counsel's request for a Class Counsel Award that complies with the terms of this Stipulation.

1 In the event the Court awards Class Counsel less than One Hundred Eighty-Three Thousand  
2 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$183,333.33) in attorneys' fees  
3 and/or less than Nine Thousand Dollars (\$9,000.00) in costs, the difference shall become part of  
4 the Net Settlement Amount and shall be distributed to Participating Class Members as part of  
5 their Individual Settlement Payments. Class Counsel shall be paid any Court-approved  
6 attorneys' fees and costs no later than fourteen (14) days after Defendants provide the  
7 Settlement Administrator with the total Maximum Settlement Amount. Class Counsel shall be  
8 solely and legally responsible to pay all applicable taxes on the Class Counsel Award. The  
9 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel  
10 Award. This Settlement is not conditioned upon the Court awarding Class Counsel any  
11 particular amount of attorneys' fees or costs.

12 e. Settlement Administration Costs. The Settlement Administrator shall be  
13 paid from the Maximum Settlement Amount for the Settlement Administration Costs, which are  
14 estimated not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00). Any portion of the  
15 estimated or designated Settlement Administration Costs that are not in fact required to fulfill  
16 the total settlement administration costs shall become part of the Net Settlement Amount. Prior  
17 to Plaintiff filing a motion for final approval of this Settlement, the Settlement Administrator  
18 shall provide the Parties with a statement detailing the Settlement Administration Costs to date.  
19 The Parties agree to cooperate in the settlement administration process and to make all  
20 reasonable efforts to control and minimize Settlement Administration Costs.

21 i. The Parties each represent they do not have any financial interest  
22 in the Settlement Administrator or otherwise have a relationship with the Settlement  
23 Administrator that could create a conflict of interest.

24 ii. The Settlement Administrator shall keep the Parties timely  
25 apprised of the performance of all Settlement Administrator responsibilities required by the  
26 Settlement. The Settlement Administrator shall be authorized to establish a Qualified  
27 Settlement Fund ("QSF") pursuant to IRS rules and regulations in which the Maximum  
28 Settlement Amount shall be placed and from which payments required by the Settlement shall

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be made.

iii. The Settlement Administrator shall be entitled to withdraw from the QSF its Settlement Administration Costs no earlier than fourteen (14) days after Defendants provide the Settlement Administrator with the total Maximum Settlement Amount.

f. Payment to the LWDA. Twenty Thousand Dollars (\$20,000.00) from the Maximum Settlement Amount shall be allocated to penalties under PAGA, of which Fifteen Thousand Dollars (\$15,000.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Five Thousand Dollars (\$5,000.00) shall be part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payments.

49. Final Settlement Approval Hearing and Entry of Final Order and Judgment.

Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to grant final approval of the Settlement, including determining the amounts properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Award; and (iii) the payment to the LWDA. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by the Plaintiff with the Court prior to the Final Approval Hearing. If the Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment on its website within ten (10) calendar days of entry of the Final Order and Judgment.

50. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal or administrative action against Defendants or any of the

1 other Released Parties. Any Settlement Administration Costs already incurred by the Settlement  
2 Administrator shall be shared and paid equally by the Parties to the Settlement Administrator. In  
3 the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate  
4 review is sought, administration of the Settlement shall be stayed pending final resolution of the  
5 appeal or other appellate review. Any fees incurred by the Settlement Administrator prior to it  
6 being notified of the filing of an appeal from the Court's Final Order and Judgment, or any other  
7 appellate review, shall be shared and paid equally by the Parties to the Settlement  
8 Administrator.

9       51. No Admission by Defendants. Defendants deny all claims alleged in the Action  
10 and deny all wrongdoing whatsoever. Neither this Stipulation, nor any of its terms and  
11 conditions, nor any of the negotiations connected with it, is a concession or admission, and none  
12 shall be used against Defendants as an admission or indication with respect to any claim of any  
13 fault, concession, or omission by Defendants or that class certification is proper under the  
14 standard applied to contested certification motions. The Parties stipulate and agree to the  
15 certification of the proposed class for settlement purposes only. As part of this Settlement,  
16 Defendants shall not be required to enter into any consent decree nor shall Defendants be  
17 required to agree to any provision for injunctive or prospective relief. The Parties further agree  
18 that this Stipulation will not be admissible in this or any other proceeding as evidence that either  
19 (i) a class action should be certified or (ii) Defendants are liable to Plaintiff or any Class  
20 Member, other than according to the terms of this Stipulation.

21       52. Exhibits and Headings. The terms of this Stipulation include the terms set forth  
22 in any attached Exhibits, which are incorporated by this reference as though fully set forth  
23 herein. The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive  
24 headings of any paragraphs or sections of this Stipulation are inserted for convenience of  
25 reference only.

26       53. Interim Stay of Action. The Parties agree to stay and to request that the Court  
27 stay all proceedings in the Action, except such proceedings necessary to implement and  
28 complete the Settlement and enter the Final Order and Judgment. In the event that the

1 Settlement does not become final and/or the Effective Date does not occur for any reason, the  
2 Parties further agree that, pursuant to Code of Civil Procedure § 583.330(a), the time beginning  
3 on November 16, 2020 to the date on which the interim stay of proceedings is lifted shall not be  
4 included in computing the five-year period specified in Code of Civil Procedure § 583.310 for  
5 each of the Action.

6 54. Amendment or Modification. This Stipulation may be amended or modified only  
7 by a written instrument signed by counsel for all Parties or their successors-in-interest.

8 55. Entire Agreement. This Stipulation and any attached Exhibits constitute the  
9 entire agreement between the Parties, and no oral or written representations, warranties, or  
10 inducements have been made to Plaintiff or Defendants concerning this Stipulation or its  
11 Exhibits other than the representations, warranties, and covenants contained and memorialized  
12 in this Stipulation and its Exhibits. No other prior or contemporaneous written or oral  
13 agreements may be deemed binding on the Parties.

14 56. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense  
15 Counsel warrant and represent they are expressly authorized by the Parties whom they represent  
16 to negotiate this Stipulation and to take all appropriate Action required or permitted to be taken  
17 by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other  
18 documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and  
19 Defense Counsel shall cooperate with each other and use their best efforts to effectuate the  
20 implementation of the Settlement. In the event the Parties are unable to reach agreement on the  
21 form or content of any document needed to implement the Settlement, or on any supplemental  
22 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may  
23 seek the assistance of the Court and/or Honorable Steven M. Vartabedian (Ret.) to resolve such  
24 disagreement. The person signing this Stipulation on behalf of Defendants represents and  
25 warrants that he/she is authorized to sign this Stipulation on behalf of Defendants. Plaintiff  
26 represents and warrants that he is authorized to sign this Stipulation and that he has not assigned  
27 any claim, or part of a claim, covered by this Settlement to a third-party. The Parties have  
28 cooperated in the drafting and preparation of this Stipulation Agreement. Hence, in any

1 construction made of this Stipulation, the same shall not be construed against any of the Parties.

2 57. Binding on Successors and Assigns. This Stipulation shall be binding upon, and  
3 inure to the benefit of, the successors and assigns of the Parties.

4 58. California Law Governs. All terms of this Stipulation and the Exhibits hereto  
5 shall be governed by and interpreted according to the laws of the State of California, without  
6 giving effect to any law that would cause the laws of any jurisdiction other than the State of  
7 California to be applied.

8 59. Counterparts. This Stipulation may be executed in one or more counterparts. All  
9 executed counterparts and each of them shall be deemed to be one and the same instrument.

10 60. This Settlement Is Fair, Adequate and Reasonable. Plaintiff represents that this  
11 Settlement is a fair, adequate, and reasonable settlement of the Action and that he has arrived at  
12 this Settlement after extensive arms-length negotiations, taking into account all relevant factors,  
13 present and potential.

14 61. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the  
15 Court shall retain jurisdiction with respect to the interpretation, implementation, and  
16 enforcement of the terms of this Stipulation and all orders and judgments entered in connection  
17 therewith, and the Parties, Class Counsel, and Defense Counsel submit to the jurisdiction of the  
18 Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this  
19 Stipulation and all orders and judgments entered in connection therewith.

20 62. Invalidity of Any Provision. Before declaring any term or provision of this  
21 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or  
22 provisions valid to the fullest extent possible consistent with applicable precedents so as to  
23 define all provisions of this Stipulation as valid and enforceable.

24 63. Binding Nature of Notice of Class Action Settlement. It is agreed that because  
25 the Class Members are so numerous, it is impossible or impractical to have each Class Member  
26 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature  
27 of the Settlement, and the release of Released Claims and shall have the same force and effect as  
28 if this Stipulation were executed by each Participating Class Member.

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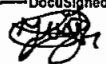
64. Confidentiality. Plaintiff and Class Counsel agree to keep the facts and terms of this Settlement confidential until the Preliminary Approval Order is sought from the Court, to the fullest extent possible.

**Signatures on Next Page.**

This e-copy is the official court record (GC68150).

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Dated: February 2, 2021

DocuSigned by:  
  
Plaintiff Yuri Alexander Roque Campos

Dated: \_\_\_\_\_, 2021

Defendant Borba Dairy Farms, LP

By: \_\_\_\_\_  
Michael M. Borba

Dated: \_\_\_\_\_, 2021

Defendant Borba Dairy Farms Home Ranch L.P.

By: \_\_\_\_\_  
Michael M. Borba

Dated: \_\_\_\_\_, 2021

Defendant Borba Family Winton Ranch Limited Partnership

By: \_\_\_\_\_  
Michael M. Borba

Dated: \_\_\_\_\_, 2021

Defendant BDF Custom Chopping, Inc.

By: \_\_\_\_\_  
Michael M. Borba

Dated: \_\_\_\_\_, 2021

Defendant BDF Landholdings, LP



1 Dated: \_\_\_\_\_, 2021

Plaintiff Yury Alexander Roque Campos

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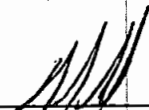
4 Dated: 3/17, 2021

Defendant Borba Dairy Farms, LP

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By:   
Michael M. Borba

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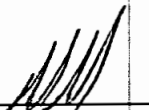
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10 Dated: 3/17, 2021

Defendant Borba Dairy Farms Home Ranch L.P.

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By:   
Michael M. Borba

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15 Dated: 3/17, 2021

Defendant Borba Family Winton Ranch Limited Partnership

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By:   
Michael M. Borba

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21 Dated: 3/17, 2021

Defendant BDF Custom Chopping, Inc.

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By:   
Michael M. Borba

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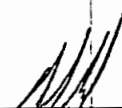
26 Dated: 3/17, 2021

Defendant BDF Landholdings, LP

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By:   
Michael M. Borba

Dated: 3/17, 2021


Defendant B-6 Dairy, L.P.

By:   
Michael M. Borba

**APPROVED AS TO FORM:**

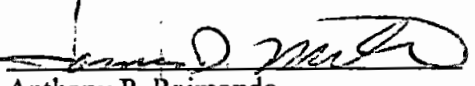
Dated: March 17, 2021

Matern Law Group, PC

By:   
MATTHEW J. MATERN  
MATTHEW W. GORDON  
VANESSA M. RODRIGUEZ  
Attorneys for Plaintiff YURY ALEXANDER  
ROQUE CAMPOS

Dated: 3/17, 2021

Raimondo & Associates, A Law Corporation

By:   
Anthony P. Raimondo  
Steven R. Wainess  
James D. Miller  
Attorneys for Defendants  
BORBA DAIRY FARMS, LP; BORBA  
DAIRY FARMS HOME RANCH L.P.;  
BORBA FAMILY WINTON RANCH  
LIMITED PARTNERSHIP; BDF CUSTOM  
CHOPPING, INC.; BDF LANDHOLDINGS,  
LP; and B-6 DAIRY, L.P.

# **EXHIBIT 1**

This e-copy is the official court record (GC68150).

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

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

***CAMPOS. V. BORBA DAIRY FARMS, LP, ET AL., CASE NO. 19CV-03966***

*A court authorized this notice. This is not a solicitation from a lawyer.*

**ATTENTION: IF YOU HAVE BEEN EMPLOYED BY BORBA DAIRY FARMS, LP; BORBA DAIRY FARMS HOME RANCH L.P.; BORBA FAMILY WINTON RANCH LIMITED PARTNERSHIP; BDF CUSTOM CHOPPING, INC.; BDF LANDHOLDINGS, LP; AND/OR B-6 DAIRY, L.P. AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING SEPTEMBER 11, 2015 AND ENDING ON JANUARY 3, 2021 YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.**

**TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.**

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Yury Alexander Roque Campos (“Plaintiff”), on behalf of himself and the below-defined Class Members, and Defendants Borba Dairy Farms, LP; Borba Dairy Farms Home Ranch L.P.; Borba Family Winton Ranch Limited Partnership; BDF Custom Chopping, Inc.; BDF Landholdings, LP; and B-6 Dairy, L.P. (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants (1) failed to pay all minimum and overtime compensation due; (2) failed to provide required rest breaks; (3) failed to provide required meal breaks; (4) failed to indemnify employees for all expenditures incurred in the discharge of duties; (5) failed to furnish accurate itemized wage statements; (6) failed to maintain required records; (7) failed to pay all wages due to discharged and quitting employees; and (8) engaged in unfair business practices. Plaintiff also asserts a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Defendants deny all of Plaintiff’s claims, and maintain that they have complied with all applicable laws. Specifically, Defendants contend that they correctly compensated Plaintiff, Class Members, and aggrieved employees; provided Plaintiff, Class Members and aggrieved employees with proper meal and rest periods or paid required premiums for missed or non-compliant breaks; reimbursed Plaintiff, Class Members and aggrieved employees for all business expenses; provided Plaintiff, Class Members and aggrieved employees with compliant wage statements; maintained all required records for Plaintiff, Class Members and aggrieved employees; and timely paid Plaintiff, Class Members, and aggrieved employees all wages owing at the time of termination. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the weeks you actually performed work for Defendants in California as a non-exempt employee beginning on September 11, 2015 and ending on January 3, 2021.

[Type text]

QUESTIONS? CALL xxx-xxx-xxx

[Type text]

<b>OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT</b>	
<b>DO NOTHING</b>	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on September 11, 2015 and ending on January 3, 2021. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
<b>EXCLUDE YOURSELF</b>	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on September 11, 2015 and ending on January 3, 2021 is to submit a valid Request for Exclusion to the Settlement Administrator postmarked no later than <b>[+60 days from date of mailing]</b> . If you submit a Request for Exclusion, you will <u>not</u> receive an Individual Settlement Payment.
<b>OBJECT</b>	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than <b>[+60 days from date of mailing]</b> . This option is available only if you do <u>not</u> exclude yourself.

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case still has to decide whether to grant final approval of the Settlement. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

**BASIC INFORMATION**

**1. Why did I get this notice?**

On [insert preliminary approval date], the Superior Court of California, County of Merced (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendants in California as non-exempt employees (“Class Members”) during the period beginning on September 11, 2015 and ending on January 3, 2021 (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

[Type text]

QUESTIONS? CALL xxx-xxx-xxx

[Type text]

The Action is known as *Yury Alexander Roque Campos. v. Borba Dairy Farms, LP, et al.*, Case No. 19CV-03966 and is pending in the Superior Court of California for the County of Merced (the “Action”). Yury Alexander Roque Campos is the Plaintiff, and the companies he sued, Borba Dairy Farms, LP; Borba Dairy Farms Home Ranch L.P.; Borba Family Winton Ranch Limited Partnership; BDF Custom Chopping, Inc.; BDF Landholdings, LP; and B-6 Dairy, L.P., are the Defendants.

## **2. What is the Action about?**

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendants. He alleges that Defendants did not provide proper meal or rest breaks, failed to pay minimum wage and overtime, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, failed to reimburse necessary business expenses, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that he and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, unpaid reimbursements, interest, and statutory and civil penalties. Defendants deny that they engaged in any wrongful conduct or that they violated the law in any way, and believe that Plaintiff and the Class Members were properly compensated and provided proper meal and rest breaks. However, both Plaintiff and Defendants believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

## **3. Why is this lawsuit a class action?**

In a class action, one or more people called “Plaintiff(s)” (in this case, Yury Alexander Roque Campos) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Brian McCabe issued an order conditionally certifying the Settlement Class for purposes of settlement only.

## **4. Who is in the Settlement Class?**

“Class Members” or “Class” means all current and former non-exempt employees of Defendants in California (collectively, the “Class Members” or “Class”) during any part of the period beginning September 11, 2015 through January 3, 2021.

## **5. Why is there a settlement?**

After conducting substantial investigation, including review of Defendants’ policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendants deny all of the claims asserted in the Action and deny that they have violated any laws. Plaintiff and their lawyers think the Settlement is in the best interests of all Class Members.

**THE SETTLEMENT BENEFITS—WHAT YOU GET**

**6. What does the settlement provide?**

Under the terms of the Settlement, Defendants agree to pay a Maximum Settlement Amount of Five Hundred Fifty Thousand Dollars (\$550,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed \$183,333.33, or one-third of the Maximum Settlement Amount), attorneys' litigation costs (not to exceed \$9,000.00), a Class Representative Service Award to Plaintiff for his services (not to exceed \$10,000.00), a payment of Fifteen Thousand Dollars (\$15,000.00) to the State of California Labor and Workforce Development Agency for alleged penalties, and the fees and expenses of the Settlement Administrator, ILYM Group, Inc. (estimated not to exceed \$9,500.00), which will result in a maximum amount payable by Defendants for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendants' share of payroll taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendants.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of weeks that each Participating Class Member actually performed work for Defendants as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Workweeks for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Workweeks} = \text{estimated Individual Settlement Payment}$$

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 20% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents, 20% shall be reported as non-wage interest not subject to payroll tax withholdings on IRS Form 1099, and 60% shall be reported as penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's pro

rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

To the extent any Participating Class Member disputes any aspect of his or her payment or number of Qualified Workweeks, that Participating Class Member must produce supporting evidence to the Settlement Administrator. Defendants' records will be presumed determinative.

Once the Settlement becomes final, Plaintiff's Class Representative Service Award, the payment to Class Counsel for their awarded attorneys' fees and costs, and the Individual Settlement Payments to Participating Class Members will be made within 14 calendar days after Defendants provide the Settlement Administrator with the total Maximum Settlement Amount. The Maximum Settlement Amount shall be paid by Defendants to the Settlement Administrator in two installments as follows: \$300,000.00 within 61 days of the Court granting final approval of the Settlement; and \$250,000 by November 1, 2021.

**7. What am I giving up in exchange for the settlement benefits?**

In exchange for the consideration provided, and upon the Effective Date, Plaintiff and each Participating Class Member who does not submit a valid Request for Exclusion (defined in response to Question 10 below) will release Defendants, and all of their respective present or former parents, subsidiaries and affiliates, and officers, directors, employees, partners, shareholders, attorneys and agents, and any other successors, assigns, or legal representatives (collectively, the "Released Parties") from any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the complaints filed in the Action and arising at any time during the Class Period, including claims for: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Provide Overtime Wages; (4) Failure to Pay Minimum Wage; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Maintain Required Records; (7) Failure to Furnish Accurate Itemized Statements; (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; (9) Unfair and Unlawful Business Practices; and (10) Penalties under the Labor Code Private Attorneys General Act (the "Released Claims"). The "Effective Date" is defined as the latter of: (a) if there are no objections to the Settlement, the date upon which the Judgment is entered by the Court; (b) if there are objections to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first (61<sup>st</sup>) day after the date upon which the Judgment is entered; or (c) if an appeal, review or writ is sought from the Judgment, the date upon which all appellate and/or other proceedings resulting from the appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to take effect in substantially the form described in the Settlement.

**HOW TO GET A SETTLEMENT PAYMENT**

**8. How do I get a settlement payment?**

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the



Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

**9. When will I get my check?**

Checks will be mailed to Participating Class Members eligible to receive benefits under the Settlement after the Court grants "final approval" of the Settlement. If the judge approves the settlement after a hearing on [insert date] (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its issuance, your Individual Settlement Payment shall be voided, and your share of the settlement proceeds will be transmitted to the California State Controller's Office Unclaimed Property Fund in your name.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**10. How do I ask the Court to exclude me from the Settlement Class?**

If you do not wish to participate in the Settlement, you must complete and send a timely Request for Exclusion form. The Request for Exclusion must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than [+60 days from date of mailing] to:

**INSERT SETTLEMENT ADMIN INFO**

Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Class Members who fail to submit a valid and timely Request for Exclusion on or before [+60 days from date of mailing] shall be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

**11. If I exclude myself, can I get anything from the settlement?**

No. If you exclude yourself now you will not get anything from the Settlement. If you ask to be excluded, you will not get a settlement payment and you will not be bound by the Settlement.

**12. If I don't exclude myself, can I sue later?**

No. Unless you exclude yourself, you give up the right to sue Defendants for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in this case?**

[Type text]

QUESTIONS? CALL xxx-xxx-xxx

[Type text]

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

MATERN LAW GROUP, PC  
Matthew J. Matern  
Matthew W. Gordon  
Vanessa M. Rodriguez  
1230 Rosecrans Avenue  
Suite 200  
Manhattan Beach, CA 90266  
Phone: (310) 531-1900  
Facsimile: (310) 531-1901

**14. How will the costs of the lawsuit and the settlement be paid?**

Subject to court approval, Defendants agree to pay, as part of the Maximum Settlement Amount, up to One Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$183,333.33) in attorneys' fees plus actual litigation costs and expenses (not to exceed \$9,000.00) to Class Counsel. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendants also agree to pay, as part of the Maximum Settlement Amount, up to Ten Thousand Dollars (\$10,000.00) to Plaintiff as a Class Representative Service Award for his participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendants also agree to pay Fifteen Thousand Dollars (\$15,000.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendants also agree to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

**OBJECTING TO THE SETTLEMENT**

**15. How do I object to the Settlement?**

Any Class Member who does not submit a Request for Exclusion may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Notice of Objection"). The Notice of Objection must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]  
[insert info]

The Notice of Objection must (1) state the full name of the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you

submitted a Notice of Objection to the Settlement Administrator. Any Class Member who submits a Notice of Objection or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. Settlement Class Members who submit Requests for Exclusion may not object to the proposed Settlement.

**16. What's the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

**THE COURT'S FINAL APPROVAL HEARING**

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

**17. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing on [insert time/date] in Courtroom 8 at the Superior Court of California for the County of Merced, located at **627 West 21st Street, Merced, California 95340**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**18. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection.

**19. May I speak at the hearing?**

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted a written objection.

**IF YOU DO NOTHING**

**20. What happens if I do nothing at all?**

If you do nothing, you will automatically receive an Individual Settlement Payment as described above and you will be bound by the release of Released Claims against the Released Parties.

**GETTING MORE INFORMATION**

**21. How do I get more information?**

This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]  
[insert info]

**EXHIBIT 2**

This e-copy is the official court record (GC68150).

**INFORMATION SHEET**

**Superior Court of the State of California, County of Merced**  
*Campos. v. Borba Dairy Farms, LP, et al., Case No. 19CV-03966*

**Calculation of Individual Settlement Payments:** Each Class Member who does not properly request to be excluded from the Settlement will receive a share of the Net Settlement Amount, based upon the number of weeks that he or she actually performed work for Defendants as a non-exempt employee in California during the period from September 11, 2015 through January 3, 2021 (“Qualified Workweeks”). Individual Settlement Payments will be calculated as follows:

Defendants will provide the Settlement Administrator with the total number of Qualified Workweeks worked by all Participating Class Members (“Total Qualified Workweeks”). Then, the Settlement Administrator will (1) divide the Net Settlement Amount by the Total Qualified Workweeks, resulting in a value for each workweek worked by Participating Class Members, and then (2) multiply each Participating Class Member’s number of Qualified Workweeks by the result in (1) to obtain the estimated amount of the Participating Class Member’s Individual Settlement Payment.

**Your Workweeks and Estimated Individual Settlement Payment:**

According to Defendants’ records, you worked <<Workweeks>> Workweeks during the Class Period.

Based on your number of Workweeks, **your estimated Individual Settlement Payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

**Procedure for Disputing Information:** If you wish to dispute the number of Qualified Workweeks attributed to you as listed above, you must mail a letter to the Settlement Administrator stating the reasons why you dispute your number of Qualified Workweeks and provide any supporting documentation that you have (e.g., paystubs). Your letter should also include the estimated number of weeks that you claim to have performed work for Defendants as a non-exempt employee in California during the time period from September 11, 2015 to January 3, 2021.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [Response Deadline].

[Administrator] Address] [City, State Zip]
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Defendants’ records regarding the number of Qualified Workweeks will be presumed correct, unless you provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of Qualified Workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled.

**EXHIBIT 3**

This e-copy is the official court record (GC68150).

**REQUEST FOR EXCLUSION FORM**

**Superior Court of the State of California, County of Merced**  
*Campos. v. Borba Dairy Farms, LP, et al., Case No. 19CV-03966*

*If you want to receive an Individual Settlement Payment, you should not fill out this form; you are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.*

If you exclude yourself from the Settlement: (1) you will not receive any payments or benefits under the Settlement; (2) you will not be able to object to the Settlement; (3) you will not be bound by the Settlement if it is ultimately approved by the Court; and (4) you may pursue any claims which are asserted in the Action that you have against Borba Dairy Farms, LP; Borba Dairy Farms Home Ranch L.P.; Borba Family Winton Ranch Limited Partnership; BDF Custom Chopping, Inc.; BDF Landholdings, LP; and B-6 Dairy, L.P. (“Defendants”) by filing your own lawsuit.

**To be excluded from the Settlement, complete this Request for Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline].**

[Administrator] Address] [City, State Zip]
--

**Request for Exclusion**

I hereby certify that I am or was employed by Defendants as a non-exempt employee in California for some period of time during the Class Period of September 11, 2015 through January 3, 2021.

I have received the Notice of Class Action Settlement (“Notice”) in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion Form, I will not receive any money or other benefits under the Settlement, and I will not be bound by the Settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Signature of Class Member (or Legal Representative): \_\_\_\_\_

Date: \_\_\_\_\_



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**PROOF OF SERVICE**

***Campos v. Borba Dairy Farms, LP, et al.***  
**Merced Superior Court Case No. 19CV-03966**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On December 23, 2021, I served the following document or documents:

**[PROPOSED] AMENDED JUDGMENT**

**By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Anthony P. Raimondo, Esq. Gerardo V. Hernandez, Esq. Steven R. Wainess, Esq. James D. Miller, Esq. <b>RAIMONDO &amp; ASSOCIATES, APC</b> 7110 N. Marks Ave. Suite 104 Fresno, CA 93711 Telephone: (559) 432-3000 E-mail: apr@raimondoassociates.com gvh@raimondoassociates.com srw@raimondoassociates.com jdm@raimondoassociates.com	Attorneys for Defendant BORBA DAIRY FARMS, LP, BORBA DAIRY FARMS HOME RANCH, LP, BORBA FAMILY WINTON RANCH LIMITED PARTNERSHIP, BDF CUSTOM CHOPPING, INC., BDF LANDHOLDINGS, and B-6 DIARY, L.P.
George P. Rodarakis, Esq. Eric Sousa, Esq. <b>RODARAKIS &amp; SOUSA, APC</b> 100 Sycamore Ave., Suite 101 Modesto, CA 95354 Telephone: (209) 554-5232 E-mail: grodarakis@rodsoulaw.com esousa@rodsoulaw.com	Attorneys for Defendant BORBA DAIRY FARMS, LP, BORBA DAIRY FARMS HOME RANCH, LP, BORBA FAMILY WINTON RANCH LIMITED PARTNERSHIP, BDF CUSTOM CHOPPING, INC., BDF LANDHOLDINGS, and B-6 DIARY, L.P.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 23, 2021 at Manhattan Beach, California.



Hannah Ahn