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15 *Counsel for Plaintiffs and the*
16 *Conditionally Certified Settlement Class*

17 **UNITED STATES DISTRICT COURT**
18 **EASTERN DISTRICT OF CALIFORNIA**
19 **FRESNO DIVISION**

20 GERALD CARLIN, JOHN RAHM, PAUL
21 ROZWADOWSKI and DIANA WOLFE,
22 individually and on behalf of themselves
23 and all others similarly situated,

24 Plaintiffs,

25 v.

26 DAIRYAMERICA, INC. and
27 CALIFORNIA DAIRIES, INC.,

28 Defendants.

Case No. 1:09 CV 00430-AWI (EPG)

CLASS ACTION

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION TO SUBSTITUTE
ESCROW AGENT AND TO EXTEND DATE
BY WHEN DEFENDANTS ARE TO PAY
FIRST SETTLEMENT PAYMENT-
INSTALLMENT**

Date: October 29, 2018

Time: 1:30 p.m.

Ctrm: 2, 8th Floor

Judge: Hon. District Judge Anthony W. Ishii

Action Filed: March 6, 2009

1 In consideration of the unopposed motion of Plaintiffs Gerald Carlin, Paul Rozwadowski,
2 John Rahm, and H. Diana Wolfe to substitute the escrow agent and to extend the date by when
3 Defendants are to pay the first settlement payment-installment, the unopposed motion is
4 GRANTED.

5 IT IS HEREBY ORDERED THAT:

6 1. Paragraph 8.1 of the Settlement Agreement is modified to state:

7 8.1 The Escrow Account will be established at Huntington National Bank
8 (“Escrow Agent”), such escrow to be administered under the Court’s continuing supervision
9 and control. Class Counsel shall insist on an escrow agreement that requires appropriate
10 accounting records to be maintained to reflect all transactions involving the Settlement Fund
11 which shall be kept on a calendar year, as required by Treas. Reg. § 1.468B-2(j).

12 2. Paragraph 7.1 of the Settlement Agreement is modified to state:

13 7.1 Monetary Payment. Defendants will pay an aggregate of \$40,000,000 (the
14 “Settlement Amount”) in two payment-installments of \$20,000,000 each. The first
15 payment installment of \$20,000,000 in U.S. dollars (“First Payment-Installment”), shall
16 be paid no later than ten (10) business days following completion of all of the following
17 events: (1) the entry of the Preliminary Approval Order; (2) entry of an order adopting
18 this Jointly Agreed-Upon Modification No. 1 to Settlement Agreement; and (3) receipt by
19 Defendants of complete payee information, including an executed Form W-9, and
20 complete payment instructions. The second payment-installment of \$20,000,000 in U.S.
21 dollars (“Second Payment Installment”) shall be paid by the later of (a) ten (10) business
22 days following the Effective Date or (b) January 11, 2019.

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3. The deadline for Defendants to wire the first payment installment of \$20,000,000 in U.S. dollars is extended from September 28, 2018 to ten (10) business days from the completion of both of the following events: (1) entry of this order; and (2) the receipt by Defendants of complete payee information, including an executed Form W-9, and complete payment instructions.

IT IS SO ORDERED.

Dated: October 2, 2018



SENIOR DISTRICT JUDGE