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9 Attorneys for Defendant
10 GRUMA CORPORATION;
11 *(Add'l counsel listed on next page)*

12 UNITED STATES DISTRICT COURT
13 SOUTHERN DISTRICT OF CALIFORNIA

14 DEXTER'S LLC, a limited liability
15 company; FRANCO FOOD
16 DISTRIBUTION dba BOMBINS, a
17 California corporation; GASTELUM
18 FOOD, LLC, a limited liability company;
19 SOPHAMANY MOCH, an individual;
20 GERARDO FUENTES SR., an
21 individual; GERARDO FUENTES JR.,
22 an individual; JORGE FRANCO, an
23 individual; MAYTE GASTELUM, an
24 individual; on behalf of themselves and
25 all those similarly situated,

26 Plaintiffs,

27 vs.

28 GRUMA CORPORATION dba
MISSION FOODS AND GUERRERO
MEXICAN FOOD PRODUCTS, a
Nevada corporation; and DOES 1 through
50, inclusive,

Defendants.

**STIPULATION OF CLASS
ACTION AND PAGA
SETTLEMENT AND RELEASE**

Judge: Michael M. Anello

Complaint Filed: February 3, 2023
Trial Date: None Set

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Attorneys for Plaintiffs, Proposed Class Members, and
Aggrieved Employees

STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE

IT IS HEREBY STIPULATED, by and between Plaintiffs Sophamany Moch (“Moch”), Gerardo Fuentes Sr. (“Fuentes Sr.”), Gerardo Fuentes Jr. (“Fuentes Jr.”), Jorge Franco (“Franco”), Mayte Gastelum (“Gastelum”), Dexter’s LLC, Franco Food Distribution LLC dba Bombins, and Gastelum Food LLC (collectively “Plaintiffs”) on the one hand, and Defendant Gruma Corporation (“Defendant”), on the other hand, and subject to the approval of the Court, that the above-captioned Lawsuit is hereby being compromised and settled pursuant to the terms and conditions set forth herein (the “Settlement,” “Stipulation,” or “Agreement”).

1. DEFINITIONS Unless otherwise defined herein, initial capitalized terms used in this Agreement shall have the meanings set forth below:

1.1 “Class” or “Class Members” means all persons or entities who/that are or were signatories to an agreement with Defendant for the sale and distribution of Defendant’s Product within California during the Class Period, in addition to their owners, proprietors, partners and/or members (“Class Members”).

1.2 “Class Counsel” means Dunn DeSantis Walt & Kendrick LLP, including James A. McFaul, Esq., David D. Cardone, Esq., and Bradley A. Lebow, Esq.

1.3 “Class Counsel Award” or “Attorneys’ Fees Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Lawsuit not to exceed One Hundred Seventy Thousand Dollars (\$170,000), subject to approval by the Court. The Court shall review the requested amount of the Class Counsel Award, and the approved amount shall be paid from the Maximum Settlement Amount. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be a part of the Net Settlement Amount and distributed to Settlement Class Members as provided in this Agreement.

1.4 “Class Counsel Costs” or “Litigation Costs Award” means expenses and costs incurred by Class Counsel for Class Counsel’s litigation and resolution of this Lawsuit not to exceed Forty Nine Thousand Seven Hundred Forty Three Dollars and Eighty Four Cents (\$49,743.84). The Court shall determine the amount of the Class Counsel Costs, and it shall be paid from the Maximum Settlement Amount. Any portion of the requested Class Counsel Costs that is not awarded to Class Counsel shall be a part of the Net Settlement Amount and distributed to Settlement Class Members as provided in this Agreement.

1.5 “Class Information” means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. Class Information shall be provided as a password-protected, Microsoft Excel spreadsheet and shall include each Class Member’s: (a) individual and/or corporate name; (b) last known address; (c) last known telephone number; (d) Social Security Number and/or Tax Identification Number; (e) start date of Product distribution; (f) end date of Product distribution; and (g) Compensable Gross Sales (as defined below in Paragraph 1.8). Because Social Security Numbers and/or Tax Identification Numbers are included in the Class Information, the Settlement Administrator shall maintain the Class Information in confidence, it shall be transmitted in password-protected file(s), and access shall be limited to those with a need to use the Class Information as part of the administration of the Settlement.

1.6 “Class Period” means the period from July 1, 2020 through and including the Preliminary Approval Date.

1.7 “Class Representatives” means Plaintiffs Moch, Fuentes Sr., Fuentes Jr., Franco, Gastelum, Dexter’s LLC, Franco Food Distribution LLC dba Bombins, and Gastelum Food LLC.

1.8 “Compensable Gross Sales” means each Class Member’s gross sales to chain stores in California during the Class Period.

1.9 “Court” shall mean the United States District Court for the Southern District of California.

1.10 “Defense Counsel” or “Counsel for Defendant” shall mean Paul Hastings LLP, 515 South Flower Street, 25th Floor, Los Angeles, California 90071, including the attorneys Paul Grossman, Esq., and Chris A. Jalian, Esq.

1.11 “Effective Date” or “Final” means the latest of the following dates, as applicable: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the Final Approval Order and Judgment, (ii) final affirmance of the Final Approval Order and Judgment by an appellate court as a result of any appeal(s), or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Final Approval Order and Judgment is no longer subject to further judicial review.

1.12 “Enhancement Award” means the amount approved by the Court to be paid to the Class Representatives in recognition of their efforts and time as Class Representatives, and in consideration for their release of all claims against the Released Parties (as defined below in Paragraph 1.28), as further specified in Paragraph 3.14 below.

1.13 “Final Approval Hearing” means the hearing held on the motion for final approval of the Settlement.

1.14 “Final Approval Order and Judgment” means the Court’s entry of an order granting final approval of the Settlement and entering judgment in this Lawsuit based thereon, in conformity with the Federal Rules of Civil Procedure.

1.15 “Individual Settlement Payment” means the net amount paid by way of check to each Settlement Class Member. The amount of the Individual Settlement Payment shall be calculated pursuant to Paragraph 3.13.

1.16 “Lawsuit” or “Action” means the class action lawsuit entitled *Dexter’s LLC, a limited liability company; Franco Food Distribution dba Bombins, a California corporation; Gastelum Food, LLC, a limited liability company;*

1 *Sophamany Moch, an individual; Gerardo Fuentes Sr., an individual; Gerardo*
2 *Fuentes Jr., an individual; Jorge Franco, an individual; Mayte Gastelum, an*
3 *individual; on behalf of themselves and all those similarly situated, v. Gruma*
4 *Corporation dba Mission Foods And Guerrero Mexican Food Products, a Nevada*
5 *corporation; and DOES 1 through 50, inclusive, now pending in the United States*
6 *District Court for the Southern District of California and designated as Case No.*
7 *3:23-cv-00212-MMA-AHG.*

8 1.17 “LWDA Payment” means Fifteen Thousand Dollars (\$15,000)
9 allocated to be paid to the California Labor Workforce Development Agency
10 (“LWDA”), subject to approval by the Court, as calculated and described in
11 Paragraph 1.22.

12 1.18 “Maximum Settlement Amount” means Nine Hundred and Thirty
13 Thousand Dollars (\$930,000).

14 1.19 “Net Settlement Amount” means the amount of monies available for
15 distribution to Settlement Class Members, which shall be the Maximum Settlement
16 Amount less the Class Counsel Award, Class Counsel Costs, Enhancement Award,
17 Settlement Administration Costs, Translation Provider Costs, and LWDA Payment.

18 1.20 “Notice of Class Action Settlement” or “Class Notice” means the
19 Notice of Class Action Settlement, substantially in the form attached hereto as
20 **Exhibit A.**

21 1.21 “Operative Complaint” refers to the Amended Class Action
22 Complaint, which Plaintiffs filed on February 21, 2023, pursuant to Paragraph 2.1
23 herein.

24 1.22 “PAGA Payment” means the allocation of Twenty Thousand Dollars
25 (\$20,000), payable from the Maximum Settlement Amount, subject to approval by
26 the Court, for penalties under the Private Attorneys General Act (“PAGA”). Per
27 California Labor Code section 2699(i), Fifteen Thousand Dollars (\$15,000)
28 (“LWDA Payment”), representing 75% of the PAGA Payment, will be paid to the

1 LWDA. The remaining Five Thousand Dollars (\$5,000), representing 25% of the
2 PAGA Payment, shall be distributed to Settlement Class Members as part of the
3 Net Settlement Amount as described in Paragraph 3.14.

4 1.23 "Parties" means Plaintiffs and Defendant, and "Party" shall mean
5 either Plaintiffs or Defendant, respectively.

6 1.24 "Preliminary Approval" and "Preliminary Approval Date" mean the
7 date the Court enters the Preliminary Approval Order.

8 1.25 "Preliminary Approval Order" means the Order granting preliminary
9 approval of the Settlement.

10 1.26 "Product" means products, items and/or goods manufactured by
11 Gruma Corporation, including, without limitation, Mission Foods and Guerrero
12 Mexican Food Product branded products, items and/or goods.

13 1.27 "Released Claims" means any and all claims that were asserted in the
14 Operative Complaint through the date of the Final Approval Order and Judgment,
15 including, without limitation, statutory, constitutional, contractual, and/or common
16 law claims for any antitrust violations under California or Federal law, including,
17 but not limited to, vertical price fixing, lost profits, breach of contract, unfair
18 competition, and treble damages; any claims under the California Labor Code and
19 applicable Industrial Welfare Commission Orders including but not limited to
20 claims based on Settlement Class Members' alleged misclassification as
21 independent contractors, for unpaid regular and/or overtime wages, meal period
22 premiums, rest period premiums, restitution, expenses, interest, liquidated damages,
23 punitive damages, interest, attorneys' fees, litigation costs, restitution, and/or
24 statutory and civil penalties (including but not limited to penalties for failure to pay
25 wages, underpayment of wages, late payment of wages, failure to provide accurate
26 itemized statements or maintain records, waiting time penalties, and civil penalties
27 (including civil penalties under the Private Attorneys' General Act)), including, but
28 not limited to, claims arising out of the California Cartwright Act commencing with

1 California Business and Professions Code section 16600, California Labor Code
2 sections 201, 202, 203, 204, 226, 226.2, 226.7, 226.8, 266.8, 510, 512, 515, 558,
3 1174, 1182.12, 1194, 1197, 1198, 2802, 2699, et seq., and applicable IWC Wage
4 Orders, between July 1, 2020 and the date the Court grants final approval of the
5 Settlement; and any claim under the California Unfair Business Practices Act for
6 related violations.

7 1.28 "Released Parties" means Gruma Corporation dba Mission Foods
8 and/or Guerrero Mexican Food Product, and all of their respective current and
9 former parents, subsidiaries, predecessors and successors, and affiliated entities,
10 and each of their respective officers, directors, employees, partners, shareholders,
11 and agents, and any other successors, assigns, or legal representatives.

12 1.29 "Request for Exclusion" means a request to be excluded from the
13 Settlement that is made in conformity with this Agreement, the instructions in the
14 Class Notice, and the Court's orders.

15 1.30 "Response Deadline" means the date that is sixty (60) calendar days
16 after the Settlement Administrator mails the Class Notice to Class Members and
17 constitutes the last date on which Class Members may: (a) postmark or fax
18 Requests for Exclusion to the Settlement Administrator; or (b) postmark or fax
19 objections to the Settlement to the Settlement Administrator.

20 1.31 "Settlement Account" means the bank account established by the
21 Settlement Administrator pursuant to the terms of this Stipulation from which all
22 monies payable under the terms of this Settlement shall be paid, as set forth herein.
23 The Settlement Account is intended to be a "qualified settlement fund" ("Qualified
24 Settlement Fund") within the meaning of Treasury Regulation § 1.468B-1 and the
25 Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-
26 2(k)(3), shall be responsible for filing tax returns for the Maximum Settlement
27 Amount and paying from the Qualified Settlement Fund any taxes owed with
28 respect to the Settlement Account. The Parties hereto agree that the Settlement

1 Account shall be treated as a “qualified settlement fund” from the earliest date
2 possible, and agree to any relation-back election required to treat the Settlement
3 Account as a “qualified settlement fund” from the earliest date possible. Defense
4 Counsel agree to provide promptly to the Settlement Administrator the statement
5 described in Treasury Regulation § 1.468B-3(e). All taxes shall be paid out of the
6 Settlement Account, shall be paid out of the interest earned on the Settlement
7 Account, shall be considered to be a cost of administration of the Settlement, and
8 shall be timely paid by the Settlement Administrator without prior order of the
9 Court, and under no circumstance shall Defendant have any liability related thereto.

10 1.32 “Settlement Administration Costs” means the amount to be paid to the
11 Settlement Administrator from the Maximum Settlement Amount for the
12 administration of the Settlement. The Settlement Administration Costs amount is
13 presently estimated not to exceed Twenty Thousand Dollars (\$20,000). If the
14 Settlement Administration Costs are awarded in an amount less than Twenty
15 Thousand Dollars (\$20,000), the unawarded portion shall be a part of the Net
16 Settlement Amount and distributed to Settlement Class Members as provided in this
17 Agreement.

18 1.33 “Settlement Administrator” means Atticus Administration LLC.

19 1.34 “Settlement Class Members” or “Settlement Class” means all Class
20 Members who do not submit a valid and timely Request for Exclusion.

21 1.35 “Translation Provider” means California Interpreting & Translation.

22 1.36 “Translation Provider Costs” means the amount to be paid to the
23 Translation Provider from the Maximum Settlement Amount for the certified
24 translation of the Class Notice from English to Spanish. The Translation Provider
25 Costs amount is presently estimated not to exceed Two Dollars (\$2,000). The
26 Parties agree to work in good faith with the Translation Provider to procure a
27 certified translation
28

1 **2. RECITALS**

2 2.1 Description and Procedural Posture of the Litigation. The Lawsuit was
3 filed on February 3, 2023, by Plaintiffs in the United States District Court for the
4 Southern District of California.

5 On January 5, 2022, Plaintiffs filed a PAGA notice with the LWDA, which
6 set forth the alleged California Labor Code claims arising out of the purported
7 misclassification of Plaintiffs as independent contractors, including California
8 Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 226.8, 266.8, 510, 512,
9 515, 558, 1174, 1182.12, 1194, 1197, 1198, 2802, and applicable IWC Wage
10 Orders on behalf of all Class Members.

11 On August 12, 2022, the Parties participated in a mediation before Mediator
12 Antonio Piazza, Esq. The Lawsuit was resolved at the mediation. The Parties
13 executed a binding and enforceable Memorandum of Agreement (“MOA”), and
14 agreed that a detailed, long-form settlement agreement would be completed shortly
15 thereafter.

16 As part of the MOA, the Parties agreed that Plaintiffs would file a Complaint
17 in the United States District Court for the Southern District of California containing
18 all claims the parties contemplated settling. These claims include: any claim for
19 antitrust violation under California or federal law, including, but not limited to,
20 vertical price fixing, lost profits, breach of contract, unfair competition, and treble
21 damages; any claims under the California Labor Code and applicable Industrial
22 Welfare Commission Orders including but not limited to claims based on Class
23 Members’ alleged misclassification as an independent contractor, for unpaid regular
24 and/or overtime wages, meal period premiums, rest period premiums, restitution,
25 expenses, interest, liquidated damages, punitive damages, interest, attorneys’ fees,
26 litigation costs, restitution, and/or statutory and civil penalties (including but not
27 limited to penalties for failure to pay wages, underpayment of wages, late payment
28 of wages, failure to provide accurate itemized statements or maintain records,

1 waiting time penalties, and civil penalties (including civil penalties under PAGA)),
2 including, but not limited to, claims arising out of the California Cartwright Act
3 commencing with California Business and Professions Code section 16600,
4 California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 226.8, 266.8,
5 510, 512, 515, 558, 1174, 1182.12, 1194, 1197, 1198, 2802, 2699, et seq., and
6 applicable IWC Wage Orders, and any claim under the California Unfair Business
7 Practices Act for related violations.

8 The Complaint was filed in the United States District Court for the Southern
9 District of California on February 3, 2023. An Amended Complaint was filed on
10 February 21, 2023.

11 2.2 Certification of the Settlement Class. The Parties stipulate and agree
12 to the certification of this Lawsuit for purposes of this Settlement only. The parties
13 further agree that certification for settlement purposes under the lenient standard
14 applied to settlements is in no way an admission that class certification is proper
15 under the more stringent standard applied for litigation purposes, and that evidence
16 of this limited stipulation for settlement purposes only will not be deemed
17 admissible in this or any other proceeding. Should the Settlement not become final
18 and effective as herein provided, class certification shall immediately be set aside
19 (subject to further proceedings on motion of any Party to certify or deny
20 certification thereafter). The Parties' willingness to stipulate to class certification
21 as part of the Settlement shall have no bearing on, and shall not be admissible in or
22 considered in connection with, the issue of whether a class should be certified in a
23 non-settlement context in this Lawsuit and shall have no bearing on, and shall not
24 be admissible or considered in connection with, the issue of whether a class should
25 be certified in any other lawsuit.

26 2.3 Benefits of Settlement to Class Members. Plaintiffs and Class Counsel
27 recognize the expense and length of continued proceedings necessary to litigate
28 their disputes through trial and through any possible appeals. Plaintiffs have also

1 taken into account the uncertainty and risk of the outcome of further litigation, and
2 the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel
3 are also aware of the burdens of proof necessary to establish liability for the claims
4 asserted in the Lawsuit, both generally and in response to Defendant's defenses
5 thereto (many of which have been shared during the course of the Parties' extensive
6 settlement negotiations), and potential difficulties in establishing damages and
7 entitlement to monetary recovery for the Class Members. Plaintiffs and Class
8 Counsel have also noted the well-funded efforts to change the current
9 misclassification law in a way that could make it more difficult for them to prevail
10 in a misclassification suit. Plaintiffs and Class Counsel have also taken into
11 account Defendant's agreement to enter into a settlement that confers substantial
12 relief upon Class Members based on the terms set forth herein. Based on the
13 foregoing, Plaintiffs and Class Counsel have determined that the Settlement set
14 forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the
15 best interests of the Class Members.

16 2.4 Defendant's Reasons for Settlement. Defendant has concluded that
17 any further defense of this litigation would be protracted and expensive for all
18 Parties. Substantial amounts of time, energy, and resources of Defendant have
19 been, and, unless this Settlement is approved, will continue to be, devoted to the
20 defense of the claims asserted by Plaintiffs. Defendant has also taken into account
21 the risks of further litigation in reaching its decision to enter into this Settlement.
22 Despite continuing to contend that it is not liable for any of the claims set forth by
23 Plaintiffs in the Lawsuit, Defendant has, nonetheless, agreed to settle in the manner
24 and upon the terms set forth in this Agreement to put to rest the claims as set forth
25 in the Lawsuit.

26 2.5 Class Members' Claims. Plaintiffs, on behalf of Class Members, have
27 claimed and continue to claim that the Released Claims have merit and give rise to
28 liability on the part of Defendant. This Agreement is a compromise of disputed

1 claims. Nothing contained in this Agreement (and exhibits/attachments hereto) and
2 no documents referred to herein and no action taken to carry out this Agreement
3 may be construed or used as an admission by or against the Class Members or Class
4 Counsel as to the merits or lack thereof of the claims asserted.

5 2.6 Defendant's Defenses. Defendant has claimed and continues to claim
6 that the Released Claims have no merit and do not give rise to liability. This
7 Agreement is a compromise of disputed claims. Nothing contained in this
8 Agreement and no documents referred to herein and no action taken to carry out
9 this Agreement may be construed or used as an admission by or against Defendant
10 as to the merits or lack thereof of the claims asserted.

11 2.7 Maximum Amount Payable by Defendant. Under the terms of this
12 Settlement, the maximum amount payable by Defendant shall not exceed the
13 Maximum Settlement Amount of Nine Hundred and Thirty Thousand Dollars
14 (\$930,000).

15 2.8 Class Counsel's Representations. Class Counsel represents that they
16 do not represent anyone, except for Plaintiffs, in connection with a potential claim
17 against the Released Parties not resolved by this Settlement. This provision is not
18 intended to, and shall not restrict, any individual's right to the counsel of his or her
19 choice, including Plaintiffs' counsel.

20 2.9 Dismissal of the Lawsuit. The parties agree that, upon the Court's
21 issuance of the Final Approval Order and Judgment, the Lawsuit will be dismissed
22 with prejudice in accordance with Federal Rules of Civil Procedure, Rule 23.

23 **3. TERMS OF AGREEMENT**

24 The Parties agree as follows:

25 3.1 Releases Given by Plaintiffs and the Settlement Class.

26 3.1.1 As To All Settlement Class Members. As of the Effective Date,
27 all Settlement Class Members, including Plaintiffs, release the Released Parties
28 from the Released Claims.

1 3.1.2 Releases Are Binding on Owners and/or Proprietors of
2 Settlement Class Members. As of the Effective Date, the releases given by
3 Settlement Class Members pursuant to this Settlement apply with equal force to
4 each owner, member, partner and/or proprietor of each Settlement Class Member,
5 and will bind them hereto in the same release of Released Claims against the
6 Released Parties.

7 3.2 Tax Liability. The Parties make no representations as to the tax
8 treatment or legal effect of the payments called for hereunder, and Settlement Class
9 Members are not relying on any statement or representation by the Parties in this
10 regard. Settlement Class Members understand and agree that they will be
11 responsible for the payment of any taxes and penalties assessed on the payments
12 described herein and will hold the Parties free and harmless from and against any
13 claims resulting from the tax treatment of such payments, including the treatment of
14 such payment as not subject to withholding or deduction for payroll and
15 employment taxes.

16 3.3 No Knowledge of Other Claims. Class Counsel and Plaintiffs agree
17 and represent that they are not aware of any class action claim that could have been
18 brought against Defendant by any person or entity, other than the claims that were
19 alleged or could have been alleged in the Lawsuit, or could have been alleged based
20 on the facts alleged in the Lawsuit or arising out of the circumstances giving rise to
21 the Lawsuit. Defense Counsel represents that they are not aware of any claim that
22 could have been brought by Released Parties against Plaintiffs arising out or
23 relating to the Lawsuit.

24 3.4 Settlement Approval and Implementation Procedures. As part of this
25 Settlement, the Parties agree to the following procedures for obtaining the Court's
26 preliminary approval of the Settlement, certifying a Class for settlement purposes
27 only, notifying Class Members of the Settlement, obtaining the Court's final
28 approval of the Settlement, and processing the Individual Settlement Payments.

1 3.4.1 Preliminary Approval and Certification. Plaintiffs shall submit
2 this Stipulation to the Court for its preliminary approval as a part of their motion for
3 preliminary approval; Plaintiffs will provide their proposed submission to Defense
4 Counsel for their review no later than five (5) business days prior to submission to
5 the Court. Such submission will include this Agreement, the proposed Class
6 Notice, attached hereto as **Exhibit A**, and any motions, memoranda and evidence as
7 may be necessary for the Court to determine that this Agreement is fair, adequate,
8 and reasonable. The Parties agree to request the Court to enter an order approving
9 the certification of a provisional Settlement Class after the preliminary approval
10 hearing in accordance with the Federal Rules of Civil Procedure.

11 3.4.2 Class Information. No more than twenty (20) business days
12 after the entry of the Preliminary Approval Order, Defendant shall provide the
13 Settlement Administrator with the Class Information for purposes of mailing the
14 Class Notice to Class Members.

15 3.4.3 Efforts to Locate Class Members. The Parties agree that
16 locating and contacting Class Members who were former signatories to an
17 agreement with Defendant is an important and material aspect of the Settlement. In
18 this regard, Defendant shall provide relevant Class Information in its possession to
19 the Settlement Administrator. To further the Parties' efforts to locate Class
20 Members, the Parties agree that, upon receipt of the Class Information, the
21 Settlement Administrator will utilize the best practicable means available for
22 purposes of verifying and/or updating the current address and telephone numbers
23 for all Class Members. The address(es) identified by the Settlement Administrator
24 as the current mailing address shall be presumed to be the best mailing address for
25 each Class Member. The cost of diligently attempting to find the best contact
26 information of the Class Members shall be included in the Settlement
27 Administration Costs, and Defendant shall not, under any circumstances, be
28

1 required to pay any additional funds for the investigatory duties to be performed by
2 the Settlement Administrator.

3 3.4.4 Notice By First Class U.S. Mail. No more than fourteen (14)
4 calendar days after the deadline for Gruma to provide Class Information to the
5 Settlement Administrator (set forth in Paragraph 3.4.2) has passed, the Settlement
6 Administrator shall mail copies of the Class Notice to all Class Members by regular
7 First-Class U.S. Mail. It will be conclusively presumed that, if an envelope so
8 mailed has not been returned within thirty (30) calendar days of the mailing, the
9 Class Member received the Class Notice.

10 3.4.5 Undeliverable Notices. Any Class Notice that is returned to the
11 Settlement Administrator as non-delivered on or before the Response Deadline
12 shall be re-mailed to the forwarding address affixed thereto, if any. If no
13 forwarding address is provided, the Settlement Administrator shall make reasonable
14 efforts to obtain an updated mailing address within five (5) business days of the
15 date of the return of the Class Notice, including, without limitation, conducting one
16 skip-trace. If an updated mailing address is identified, the Settlement Administrator
17 shall resend the Class Notice to the Class Member. Class Members to whom a
18 Class Notice is re-sent after having been returned undeliverable to the Settlement
19 Administrator shall have fourteen (14) calendar days thereafter or until the
20 Response Deadline has expired, whichever is later, to mail or fax the Request for
21 Exclusion or Notice of Objection. A Class Notice that is re-sent shall inform the
22 recipient of this adjusted deadline. The date of the postmark on the Request for
23 Exclusion, either based on the date on the return envelope or the date of the fax
24 stamp, shall be the exclusive means used to determine whether a Class Member has
25 timely returned his/her/its Request for Exclusion on or before the adjusted deadline.
26 Unless otherwise agreed by the Parties, a Request for Exclusion shall be deemed
27 valid only if it is signed by the Class Member and postmarked or fax stamped on or
28 before the adjusted deadline. If a Class Member's Class Notice is returned to the

1 Settlement Administrator more than once as non-deliverable, then the Settlement
2 Administrator shall not be required to undertake any additional re-mailing of the
3 returned Class Notice.

4 3.4.6 Compliance with the procedures specified in Paragraphs 3.4.2
5 through 3.4.5 herein shall constitute due and sufficient notice to Class Members of
6 this Settlement and shall satisfy the requirement of due process. Nothing else shall
7 be required of, or done by, the Parties, Class Counsel, Defense Counsel, and the
8 Settlement Administrator to provide notice of the proposed settlement.

9 3.5 English and Spanish Versions of the Class Notice. Each Class
10 Member shall receive an English and Spanish version of the Class Notice.

11 3.6 Disputes. Class Members will have the opportunity, should they
12 disagree with Defendant's records regarding their Compensable Gross Sales as
13 stated on their Class Notice, to dispute this information by submitting a written
14 letter to the Settlement Administrator on or before the Response Deadline, that:
15 (1) contains the name, address, telephone number, last four digits of the Social
16 Security Number or Tax Identification Number, and signature of the Class Member;
17 (2) contains the case name and number of the Lawsuit; (3) clearly indicates that the
18 Class Member seeks to dispute his/her/its Compensable Gross Sales; (4) provides
19 documentation and/or an explanation to show contrary Compensable Gross Sales;
20 and (5) is postmarked or fax-stamped by the Response Deadline and returned to the
21 Settlement Administrator at the specified address or fax telephone number. To the
22 extent any Settlement Class Member disputes any aspect of his or her claim and/or
23 payment, that Settlement Class Member must produce supporting evidence to the
24 settlement administrator. Defendant's records will be presumed determinative.

25 3.7 Exclusions (Opt Outs). The Class Notice shall state that Class
26 Members who wish to exclude themselves from the Settlement must submit a
27 Request for Exclusion by the Response Deadline. The Request for Exclusion must:
28 (1) contain the name, address, telephone number, last four digits of the Social

1 Security Number or Tax Identification Number, and signature of the Class Member;
2 (2) contain the case name and number of the Lawsuit; (3) clearly indicate that the
3 Class Member seeks to exclude itself, himself, or herself from the Settlement; and
4 (4) be postmarked or fax-stamped on or before the Response Deadline and returned
5 to the Settlement Administrator at the specified address or fax telephone number.
6 The date of the postmark on the Request for Exclusion, either based on the
7 postmark date on the return mailing envelope or date of the fax stamp, shall be the
8 exclusive means used to determine whether a Request for Exclusion has been
9 timely submitted. Unless otherwise agreed by the Parties, a Request for Exclusion
10 shall be deemed valid only if it is signed by the Class Member and postmarked or
11 fax stamped on or before the adjusted deadline. Any Class Member who timely
12 requests to be excluded from the Settlement will not be entitled to any recovery
13 under the Settlement and will not be bound by the terms of the Settlement (except
14 for the release of their PAGA claim) or have any right to object, appeal, or
15 comment thereon. Class Members who receive a Class Notice but fail to submit a
16 valid and timely Request for Exclusion on or before the Response Deadline shall be
17 bound by all terms of the Settlement and any Final Approval Order and Judgment
18 entered in this Lawsuit if the Settlement is approved by the Court. No later than
19 fourteen (14) calendar days after the Response Deadline, the Settlement
20 Administrator shall provide counsel for the Parties with a complete list of all
21 members of the Class who have timely submitted Requests for Exclusion. At no
22 time shall any of the Parties or their counsel seek to solicit or otherwise encourage
23 members of the Class to submit Requests for Exclusion from the Settlement. Any
24 Class Member who submits a valid and timely Request for Exclusion shall forfeit
25 his/her/its right to receive an Individual Settlement Payment under this Agreement,
26 the amount of which will be part of the Net Settlement Amount to be distributed to
27 Settlement Class Members as provided in this Agreement.
28

1 3.8 Objections. The Class Notice shall state that Settlement Class
2 Members who wish to object to the Settlement must submit a written statement of
3 objection (“Notice of Objection”) on or before the Response Deadline, and may do
4 so by mailing or faxing the Notice of Objection to the Settlement Administrator.
5 The date of postmark or fax-stamp shall be deemed the exclusive means for
6 determining that a Notice of Objection was timely submitted. The Notice of
7 Objection must: (1) contain the name, address, telephone number, last four digits of
8 the Social Security Number or Tax Identification Number, and signature of the
9 Class Member; (2) contain the case name and number of the Lawsuit; (3) clearly
10 indicate that the Class Member seeks to object to the settlement; (4) state the legal
11 and factual basis for the objection; (5) state whether the Settlement Class Member
12 intends to appear at the Final Approval Hearing; and (6) be postmarked or fax-
13 stamped on or before the Response Deadline and returned to the Settlement
14 Administrator at the specified address or fax telephone number. The Settlement
15 Administrator shall within five (5) calendar days of receiving an objection provide
16 the Parties with copies of the Notices of Objection. The Settlement Administrator
17 will lodge all objections that it receives, with the Court, by attaching them to its
18 declaration to be filed with the Court in support of the motion for final approval of
19 the Settlement.

20 3.9 No Solicitation of Objections or Requests for Exclusions. The Parties
21 agree to use their best efforts to carry out the terms of this Settlement. At no time
22 shall any of the Parties or their counsel seek to solicit or otherwise encourage Class
23 Members to submit Requests for Exclusion, objections to the Settlement, or to
24 appeal from the Court’s Final Approval Order and Judgment.

25 3.10 Indemnification. Defendant waives its right to seek to recoup, through
26 a demand for indemnification or otherwise, any portion of the gross settlement fund
27 that Settlement Class Members (who/which do not opt-out of the class action
28 settlement) receive for their release of the Released Claims and/or any attorneys’

1 fees and defense costs incurred by Defendant in connection with this Lawsuit.
2 Defendant does not waive any rights to demand indemnification from any
3 Settlement Class Member (whether or not they/it participate in the Settlement) for
4 any third-party claims made against any of the Released Parties that are not
5 Released Claims.

6 3.11 Uncashed Checks. If an Individual Settlement Payment check is not
7 cashed or deposited within one hundred eighty (180) days after the date it is mailed
8 to a Settlement Class Member, it will be voided, and those funds will distributed to
9 the nonprofit organization, Feeding America. The Settlement Administrator will
10 undertake amended and/or supplemental tax filings and reporting, required under
11 applicable local, state, and federal tax laws, that are necessitated due to the voiding
12 of Individual Settlement Payment checks.

13 3.12 Funding and Allocation of Settlement. Defendant is required to fully
14 fund and pay the Maximum Settlement Amount of Nine Hundred Thirty Thousand
15 Dollars (\$930,000) within fourteen (14) calendar days of the Effective Date.
16 Defendant shall provide the funds for the Settlement to the Settlement
17 Administrator by certified check or by wire transfer. The Settlement Administrator
18 shall deposit the funds in the Settlement Account. Distributions from the
19 Settlement Account shall occur in conformity with the Court's Final Approval
20 Order and Judgment.

21 3.12.1 No more than seven (7) calendar days after the Settlement is
22 fully funded, the Settlement Administrator will provide the Parties with an
23 accounting of all anticipated payments and awards from the fund. Payments from
24 the fund shall be made for: (1) the Individual Settlement Payments to Settlement
25 Class Members; (2) the Enhancement Award, as specified in this Agreement and
26 approved by the Court; (3) Class Counsel Award and Class Counsel Costs, as
27 specified in this Agreement and approved by the Court; (4) the Settlement
28 Administration Costs, as specified in this Agreement and approved by the Court;

1 (5) the Translation Provider Costs, as specified in this Agreement and approved by
2 the Court; and (6) the LWDA Payment, as specified in this Agreement and
3 approved by the Court.

4 3.13 Individual Settlement Payments. Individual Settlement Payments
5 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' last
6 known mailing address within fourteen (14) calendar days after the Settlement
7 becomes Final.

8 3.13.2 Individual Settlement Payments are allocated as nonemployee
9 compensation, penalties, and interest, and shall be reported as "other income" on
10 IRS Form 1099 and its state and local equivalents. The Settlement Administrator
11 shall issue the appropriate tax documents associated with the Individual Settlement
12 Payments, including an IRS Form 1099.

13 3.13.3 Any checks issued to Settlement Class Members shall remain
14 valid and negotiable for one hundred eighty (180) calendar days from the date of
15 their issuance to Settlement Class Members, and after that time, the total amount of
16 any uncashed checks shall be transmitted pursuant to Paragraph 3.12. By stating a
17 specific date or the number of days after issuance, the checks shall, on their face,
18 indicate the deadline by which they must be negotiated.

19 3.13.4 No benefit, including but not limited to pension benefits and/or
20 401(k), shall increase or accrue as a result of any payment made as a result of the
21 Settlement. Except for the Class Representatives' Enhancement Award, Class
22 Members are not eligible to receive any compensation other than an Individual
23 Settlement Payment, as a result of this Settlement.

24 3.13.5 Each Settlement Class Member's share of the Net Settlement
25 Amount shall be determined as follows: (i) 20% of the Net Settlement Amount will
26 be divided equally among all of the Settlement Class Members; and (ii) the
27 remaining 80% of the Net Settlement Amount will be distributed based on
28 Settlement Class Members' sales to chain stores in California for their respective

1 routes, as follows: 80% of the Net Settlement Amount will be divided by the total
2 gross sales to chain stores by all Settlement Class Members; the resulting figure
3 was the unit value per gross sale dollar. The unit value per gross sale dollar will be
4 multiplied by each Settlement Class Member's Compensable Gross Sales to chain
5 stores in California from July 1, 2020 to the date the Court grants preliminary
6 approval of the Settlement to yield their pro rata share of the Net Settlement
7 Amount. The net payment of (i) and (ii) above will be the "Individual Settlement
8 Payment."

9 3.13.6 Each Settlement Class Member that is an entity together with
10 its respective owners, proprietors, partners, and/or members shall constitute a single
11 Settlement Class Member for Net Settlement Amount distribution; for example,
12 Mayte Gastelum, together with Gastelum Foods LLC, will constitute a single
13 Settlement Class Member and receive one Individual Settlement Payment solely
14 based on Gastelum LLC's gross sales to chain stores in California. Settlement
15 Class Members' owners, proprietors, partners, and/or members will not receive
16 Individual Settlement Payments in addition to their respective entities' Individual
17 Settlement Payments.

18 3.14 Enhancement Award. Defendant agrees not to oppose or object to any
19 application or motion by Plaintiffs to be appointed Class Representatives and for a
20 Class Representatives' Enhancement Award. Class Counsel shall seek a Class
21 Representatives' Enhancement Award for Class Representatives of up to One
22 Thousand Dollars (\$1,000) each. Defendant agrees not to oppose the motion by
23 Plaintiffs for said Class Representatives' Enhancement Award, so long as the
24 requested Class Representatives' Enhancement Award does not exceed this amount.
25 Any portion of the requested Class Representatives' Enhancement Award that is not
26 awarded shall be a part of the Net Settlement Amount to be distributed to
27 Settlement Class Members as provided in this Agreement. The Class
28 Representatives' Enhancement Award is intended to be in recognition of the Class

Representatives' efforts and time as Class Representatives, and in consideration for the Class Representatives' execution of this Stipulation. The Enhancement Award shall be paid to Class Representatives from the Maximum Settlement Amount together with, and in addition to, their Individual Settlement Payments. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Representatives for their Enhancement Award. Class Representatives shall be solely and legally responsible to pay any and all applicable taxes on their Enhancement Award, and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Award. In the event that the Court awards less than the requested amount of the Enhancement Award, then any portion of the requested amount not awarded to any Class Representatives shall be included in the Net Settlement Amount before it is distributed as provided in this Agreement. In the event the Court reduces or does not approve the requested Enhancement Award, Class Representatives shall not have the right to revoke their agreement to the Settlement, which shall remain legally binding and enforceable on the Parties.

3.15 Class Counsel Award and Costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed One Hundred Seventy Thousand Dollars (\$170,000), and Class Counsel Costs not to exceed Forty Nine Thousand Seven Hundred Forty Three Dollars and Eighty Four Cents (\$49,743.84), as supported by declarations from Class Counsel, from the Maximum Settlement Amount. Class Counsel shall be paid any Court-approved fees and costs, including any interest accrued thereon, within fourteen (14) calendar days after the Settlement becomes Final. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this Paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any

1 particular amount in attorneys' fees and costs. In the event the Court reduces or
2 does not approve the requested Class Counsel Award and/or Class Counsel Costs,
3 the Settlement shall remain legally binding and enforceable on the Parties. Any
4 amount requested by Class Counsel for the Class Counsel Award and/or Class
5 Counsel Costs and not granted by the Court shall be included in the Net Settlement
6 Amount before it is distributed as provided in this Agreement.

7 3.16 PAGA Payment. Subject to approval by the Court, the Parties shall
8 allocate a total of Twenty Thousand Dollars (\$20,000) for payment of penalties
9 pursuant to PAGA. Per California Labor Code section 2699(i), Fifteen Thousand
10 Dollars (\$15,000), representing 75% of the PAGA Payment, will be paid to
11 California's Labor Workforce Development Agency from the Maximum Settlement
12 Amount by the Settlement Administrator within fourteen (14) calendar days after
13 the Settlement is fully funded. The remaining Five Thousand Dollars (\$5,000),
14 representing 25% of the PAGA Payment, shall be distributed to Settlement Class
15 Members as part of the Net Settlement Amount as described in Paragraph 3.143. It
16 is intended by the Parties that the LWDA Payment shall satisfy the distribution
17 requirements of Cal. Lab. Code § 2698 *et seq.* If the Court awards a greater or
18 lesser amount for the PAGA Payment, then the LWDA Payment shall be adjusted
19 to 75% of the Court-approved amount and any remaining portion shall be part of
20 the Net Settlement Amount and available for distribution to Settlement Class
21 Members as provided in this Agreement.

22 3.17 Settlement Administration Costs. The Settlement Administrator shall
23 be paid for the costs of administration of the Settlement from the Maximum
24 Settlement Amount. Such costs of administration are estimated not to exceed
25 Twenty Thousand Dollars (\$20,000). No fewer than twenty one calendar (21) days
26 prior to the Final Approval Hearing, the Settlement Administrator shall provide the
27 Parties with a statement detailing the costs of administration. The Settlement
28 Administrator, on Defendant's behalf, shall have the authority and obligation to

1 make payments, credits, and disbursements, including payments and credits in the
2 manner set forth herein, to Settlement Class Members calculated in accordance with
3 the methodology set out in this Agreement and orders of the Court. The Parties
4 agree to cooperate in the settlement administration process and to make all
5 reasonable efforts to control and minimize the cost and expenses incurred in
6 administration of the Settlement. The Parties each represent they do not have any
7 financial interest in the Settlement Administrator or otherwise have a relationship
8 with the Settlement Administrator that could create a conflict of interest. The
9 Settlement Administrator shall be responsible for: processing and mailing
10 payments to Plaintiffs, Class Counsel, Settlement Class Members, and California's
11 Labor Workforce Development Agency; printing and mailing the Class Notice to
12 the Class Members as directed by the Court; receiving and reporting the Requests
13 for Exclusion submitted by Class Members; providing declaration(s) as necessary
14 in support of preliminary and/or final approval of this Settlement; providing
15 appropriate tax documents, including IRS Form 1099, as needed; and other tasks as
16 the Parties mutually agree or the Court orders the Settlement Administrator to
17 perform. The Settlement Administrator shall keep the Parties timely apprised of the
18 performance of all Settlement Administrator responsibilities. Any legally mandated
19 tax reports, tax forms, tax filings, or other tax documents required for or as a result
20 of the administration of this Agreement shall be prepared by the Settlement
21 Administrator. Any expenses incurred in connection with such preparation shall be
22 a cost of administration of the Settlement. The Settlement Administrator shall be
23 paid the Settlement Administration Costs within thirty (14) calendar days after the
24 Settlement is fully funded.

25 3.18 Option to Terminate Settlement. If, after the Response Deadline and
26 before the Final Approval Hearing, the number of individuals who submitted timely
27 and valid Requests for Exclusion from the Settlement exceeds five percent (5%) of
28 all Class Members, Defendant shall have, in its sole discretion, the option to rescind

1 this Settlement within seven (7) business days of being informed, in writing, of this
2 information, by the Settlement Administrator. If Defendant exercises its option to
3 terminate this Settlement, Defendant shall pay all Settlement Administration Costs
4 incurred up to the date of termination. If the option to terminate this Settlement is
5 exercised by Defendant, Defendant shall exercise it by providing written notice to
6 Class Counsel and the Court.

7 3.19 Final Approval Hearing. At a reasonable time following the Response
8 Deadline, the Court shall hold the Final Approval Hearing, where objections, if any,
9 may be heard, and the Court shall determine amounts properly payable for (i) the
10 Class Counsel Award and Class Counsel Costs, (ii) the Enhancement Award,
11 (iii) the LWDA Payment, (iv) the Settlement Administration Costs, and (v) the
12 Translation Provider Costs. Plaintiffs will prepare any briefing, declarations and/or
13 other documents required by the Court or the Federal Rules of Civil Procedure in
14 connection with the Final Approval Hearing. Plaintiffs will provide any such
15 briefing, declarations and/or other documents to Defense Counsel for their review
16 no later than five (5) business days prior to submission to the Court.

17 3.20 Entry of Judgment. If the Court approves this Settlement at the Final
18 Approval Hearing, the Parties shall request that the Court enter judgment, with the
19 Court retaining jurisdiction over the Parties to enforce the terms of the judgment,
20 pursuant to the Federal Rules of Civil Procedure.

21 3.21 Nullification of Settlement Agreement. In the event: (i) the Court
22 does not enter the Preliminary Approval Order as specified herein; (ii) the Court
23 does not grant final approval of the Settlement; (iii) the Court does not enter a Final
24 Approval Order and Judgment; or (iv) the Settlement does not become final for any
25 other reason, this Settlement Agreement shall be null and void and any order or
26 judgment entered by the Court in furtherance of this Settlement shall be treated as
27 void from the beginning. In such a case, the Parties and any funds to be awarded
28 under this Settlement shall be returned to their respective statuses as of the date and

1 time immediately prior to the execution of this Agreement, and the Parties shall
2 proceed in all respects as if this Agreement had not been executed, except that any
3 fees already incurred by the Settlement Administrator shall be paid by Defendant.
4 In the event an appeal is filed from the Court's Final Approval Order and Judgment,
5 or any other appellate review in this Action is sought, administration of the
6 Settlement shall be stayed pending final resolution of the appeal or other appellate
7 review. Invalidation of any material portion of this Agreement, except for the
8 amounts of the Class Counsel Award, Class Counsel Costs, Enhancement Award,
9 LWDA Payment, Translation Provider Costs, and Settlement Administration Costs,
10 which are subject to the Court's approval and their reduction by the Court shall not
11 be grounds for nullification, shall invalidate this Agreement in its entirety unless
12 the Parties agree in writing that the remaining provisions of this Agreement shall
13 nonetheless remain in full force and effect.

14 3.22 Waiver of Appeals. Provided the Final Approval Order and judgment
15 is consistent with the terms and conditions of this Stipulation, specifically including
16 the Class Counsel Award and Class Counsel Costs, the Parties, their respective
17 counsel, and all Class Members who did not object to the Settlement pursuant to
18 Paragraph 3.8 agree to waive their rights to an appeal relating to this settlement;
19 provided, however, the Class Representatives may appeal any reduction to the Class
20 Counsel Award and Class Counsel Cost.

21 3.23 No Waiver By Defendant. Defendant maintains that Plaintiffs and
22 every Class Member are parties to individual arbitration agreements and
23 indemnification agreements with Defendant that are fully enforceable. Plaintiffs
24 deny the same. The parties stipulate and agree that Defendant's willingness and
25 agreement to settle claims of individual Class Members through a class settlement
26 (including, but not limited to, actions necessary to effectuate and approve the
27 settlement) does not in any way waive Defendant's right to enforce its arbitration
28

1 and/or indemnification agreements, or its right to compel individual arbitrations, in
2 the event the settlement is not approved by the Court.

3 3.24 No Admission By the Defendant. Defendant denies any and all claims
4 alleged in this Lawsuit and denies all wrongdoing whatsoever. This Agreement is
5 not a concession or admission, and shall not be used against Defendant as an
6 admission or indication with respect to any claim of any fault, concession, or
7 omission by Defendant.

8 3.25 No "Fund" Under CCP Section 384. The parties agree that this
9 settlement does not create or constitute a fund for purposes of California Code of
10 Civil Procedure section 384.

11 3.26 Dispute Resolution. Except as otherwise set forth herein, all disputes
12 concerning the interpretation and performance of this Agreement, calculation or
13 payment of settlement claims, or other disputes regarding compliance with this
14 Agreement shall be resolved as follows:

15 3.26.1 If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any
16 Settlement Class Members, or Defendant at any time believes that the other Party
17 has breached or acted contrary to the Agreement, that Party shall notify the other
18 Party in writing of the alleged violation.

19 3.26.2 Upon receiving notice of the alleged violation or dispute, the
20 responding Party shall have ten (10) business days to correct the alleged violation
21 and/or respond to the initiating Party with the reasons why the Party disputes all or
22 part of the allegation.

23 3.26.3 If the response does not address the alleged violation to the
24 initiating Party's satisfaction, the Parties shall negotiate in good faith for up to
25 ten (10) business days to resolve their differences.

26 3.26.4 If, thereafter, the Parties still cannot resolve the dispute, the
27 Parties agree that any dispute relating to the terms of the Settlement or this
28 Agreement shall be resolved in a final and binding manner by Anthony Piazza, Esq.

1 3.27 Exhibits and Headings. The terms of this Agreement include the terms
2 set forth in any attached Exhibits, which are incorporated by this reference as
3 though fully set forth herein. Any Exhibits to this Agreement are an integral part of
4 the Settlement. The descriptive headings of any paragraphs or sections of this
5 Agreement are inserted for convenience of reference only and do not constitute a
6 part of this Agreement.

7 3.28 Interim Stay of Proceedings. The Parties agree to stay all proceedings
8 in the Lawsuit, subject to necessary compliance with the Court's orders, except
9 such proceedings necessary to implement and complete the Settlement, in abeyance
10 pending the Final Approval Hearing to be conducted by the Court.

11 3.29 Amendment or Modification. This Agreement may be amended or
12 modified only by a written instrument signed by counsel for all Parties or their
13 successors-in-interest and approved by the Court.

14 3.30 Entire Agreement. This Agreement and any attached Exhibits
15 constitute the entire Agreement among the Parties, and no oral or written
16 representations, warranties, or inducements have been made to any Party
17 concerning this Agreement or its Exhibits other than the representations, warranties,
18 and covenants contained and memorialized in the Agreement and its Exhibits.

19 3.31 Authorization to Enter Into Settlement Agreement. Counsel for all
20 Parties warrant and represent they are expressly authorized by the Parties whom
21 they represent to negotiate this Agreement and to take all appropriate actions
22 required or permitted to be taken by such Parties pursuant to this Agreement to
23 effectuate its terms, and to execute any other documents required to effectuate the
24 terms of this Agreement. The Parties and their counsel will cooperate with each
25 other and use their best efforts to effect the implementation of the Settlement. In
26 the event the Parties are unable to reach agreement on the form or content of any
27 document needed to implement the Settlement, or on any supplemental provisions
28 that may become necessary to effectuate the terms of this Settlement, the Parties

1 may seek the assistance of the Court to resolve such disagreement. The persons
2 signing this Agreement on behalf of Defendant represent and warrant that they are
3 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and
4 warrant that they are authorized to sign this Agreement and that they have not
5 assigned any claim, or part of a claim, covered by this Settlement to a third party.

6 3.32 Binding Nature of Agreement. This Agreement shall be binding upon,
7 and inure to the benefit of, the successors, heirs, assigns and third-party
8 beneficiaries of the Parties hereto, as previously defined. To the extent permitted
9 by law, the Class Members who do not opt out of this Settlement shall also be
10 bound by this Agreement and any judgment relating thereto.

11 3.33 California Law Governs. All terms of this Agreement and the Exhibits
12 hereto shall be governed by and interpreted according to the laws of the State of
13 California.

14 3.34 This Settlement is Fair, Adequate, and Reasonable. The Parties
15 believe and stipulate that this Settlement is a fair, adequate, and reasonable
16 settlement of this Lawsuit and have arrived at this Settlement after extensive, arms-
17 length, non-collusive negotiations, taking into account all relevant factors, present
18 and potential. In addition, mediator Antonio Piazza, Esq. may, at his discretion,
19 execute a declaration supporting the Settlement, and the Court may, in its
20 discretion, contact Mr. Piazza to discuss the Settlement, and whether the Settlement
21 is fair and reasonable.

22 3.35 Jurisdiction of the Court. The Parties agree that the Court shall retain
23 jurisdiction with respect to the interpretation, implementation, and enforcement of
24 the terms of this Agreement and all orders and judgments entered in connection
25 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the
26 Court for purposes of interpreting, implementing, and enforcing the settlement
27 embodied in this Agreement and all orders and judgments entered in connection
28 therewith.

1 3.36 Invalidity of Any Provision. Before declaring any provision of this
2 Agreement invalid, the Court shall first attempt to construe that provision as valid
3 and, to the fullest extent possible and consistent with applicable precedent, make all
4 provisions of this Agreement valid and enforceable.

5 3.37 No Right to Terminate Based on Reduction of Class Counsel Award or
6 Class Counsel Costs. The Parties agree that any reduction in the Class Counsel
7 Award and Class Counsel Costs shall not constitute grounds to terminate or void
8 the Settlement or otherwise increase the maximum amount payable by Defendant
9 under this Agreement, which shall not exceed the Maximum Settlement Amount
10 defined herein.

11 3.38 Cooperation. The Parties agree to cooperate fully with one another to
12 accomplish and implement the terms of this Settlement. Such cooperation shall
13 include, but not be limited to, execution of such other documents and the taking of
14 such other action as may be reasonably necessary to timely fulfill the terms and
15 approval by the Court of this Settlement. The Parties to this Settlement shall use
16 their best efforts, including all efforts contemplated by this Settlement and any
17 other efforts that may become necessary by Court order, or otherwise, to effectuate
18 this Settlement and the terms set forth herein.

19 3.39 Strict Confidentiality. Plaintiffs and their counsel agree that they will
20 not issue any press releases, initiate any contact with the press, respond to any press
21 inquiry, post on any internet websites, or have any communication with the press
22 about the Action and/or the fact, amount or terms of the settlement. Before the date
23 of the filing of the motion for preliminary approval of the settlement, the Plaintiffs
24 and Class Counsel will not initiate any contact with Class Members or anyone else
25 about the settlement, except that: (a) Class Counsel, if contacted by a Class
26 Member, may respond that a settlement has been reached and that the details will be
27 communicated in a forthcoming Court-approved notice; and (b) Plaintiffs, if
28 contacted by a Class Member, may respond only that the Class Member should

1 contact Class Counsel; and (c) Class Counsel and Plaintiffs will undertake all
 2 required submissions to the LWDA as required by the PAGA statute in connections
 3 with this Settlement, and will also provide Defendant's Counsel with a copy of the
 4 papers submitted to the LWDA, either prior to or on the same day as the submission
 5 to the LWDA. Nothing herein shall limit Plaintiffs and Class Counsel from
 6 communicating with governmental authorities about the Settlement if they are
 7 required to do so by law, in which case Class Counsel shall give Defendant seven
 8 (7) business days' notice before any such communications occurs, unless the law or
 9 other circumstances do not so permit, in which case Plaintiffs or Class Counsel
 10 shall give as much notice as practicable under the circumstances.

11 3.40 Notices. Unless otherwise specifically provided, all notices, demands,
 12 or other communications in connection with this Agreement shall be: (1) in
 13 writing; (2) deemed given on the third business day after mailing; and (3) sent via
 14 United States registered or certified mail, return receipt requested, addressed as
 15 follows:

16 *To Plaintiffs:*

17 DUNN DESANTIS WALT &
 18 KENDRICK LLP
 19 James A. McFaul, Esq.
 20 David D. Cardone, Esq.
 21 Bradley A. Lebow, Esq.
 22 750 B. Street, Suite 2620
 23 San Diego, CA 92101

To Defendant:

PAUL HASTINGS LLP
 Paul Grossman, Esq.
 Chris A. Jalian, Esq.
 515 South Flower Street, 25th Floor
 Los Angeles, CA 90071-2228

23 3.41 Execution by Settlement Class Members. It is agreed that it is
 24 impossible or impractical to have each Settlement Class Member execute this
 25 Settlement Agreement. The Notice of Settlement will advise all Class Members of
 26 the binding nature of the Released Claims as to Settlement Class Members, and
 27 such shall have the same force and effect as if each Settlement Class Member
 28 executed this Agreement.

3.42 Execution by Plaintiffs. Plaintiffs, by signing this Stipulation, are bound by the terms herein.

3.43 Interpretation of Agreement. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive, arms-length, non-collusive negotiations and a neutrally facilitated mediation between the Parties, and that this Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Agreement.

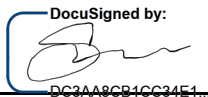
3.44 Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendant, and Defense Counsel may execute this Stipulation in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed agreement, including scans or PDF versions, shall be effective for all purposes as though the signatures contained therein were original signatures.

STIPULATED, AGREED, AND ACCEPTED.

PLAINTIFF SOPHAMANY MOCH

Print Name: Sophamany Moch

Date: 4/24/2023

Signature: 

PLAINTIFFS GERARDO FUENTES JR. AND GERARDO FUENTES SR. AND DEXTER'S LLC

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Date: _____

1 3.42 Execution by Plaintiffs. Plaintiffs, by signing this Stipulation, are
2 bound by the terms herein.

3 3.43 Interpretation of Agreement. The Parties hereto agree that the terms
4 and conditions of this Stipulation of Settlement are the result of lengthy, intensive,
5 arms-length, non-collusive negotiations and a neutrally facilitated mediation
6 between the Parties, and that this Agreement shall not be construed in favor of or
7 against any of the Parties by reason of their participation in the drafting of this
8 Agreement.

9 3.44 Counterparts. This Agreement shall become effective upon its
10 execution by all of the undersigned. Plaintiffs, Class Counsel, Defendant, and
11 Defense Counsel may execute this Stipulation in counterparts, and execution of
12 counterparts shall have the same force and effect as if each had signed the same
13 instrument. Copies of the executed agreement, including scans or PDF versions,
14 shall be effective for all purposes as though the signatures contained therein were
15 original signatures.

16 **STIPULATED, AGREED, AND ACCEPTED.**

17 **PLAINTIFF SOPHAMANY MOCH**

18
19 Print Name: _____

Date: _____

20 Signature: _____

21
22 **PLAINTIFFS GERARDO FUENTES JR. AND GERARDO FUENTES**
23 **SR. AND DEXTER'S LLC**

24 Print Name: Gerardo Fuentes Jr. _____

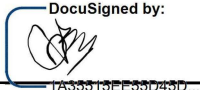
Date: 6/8/2023 _____

25 Signature:  _____

27
28 Print Name: Gerardo Fuentes Sr. _____

Date: 6/8/2023 _____

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Signature: 

**PLAINTIFF JORGE FRANCO AND FRANCO FOOD
DISTRIBUTION LLC dba BOMBINS**

Print Name: _____ Date: _____

Signature: _____

PLAINTIFF MAYTE GASTELUM AND GASTELUM GOODS LLC

Print Name: _____ Date: _____

Signature: _____

DEFENDANT GRUMA CORPORATION

Print Name: _____ Date: _____

Title: _____

Signature: _____

APPROVED:

DUNN DESANTIS WALT & KENDRICK LLP
Counsel for Plaintiffs

Print Name: _____ Date: _____

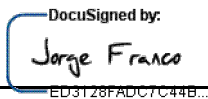
Signature: _____

Signature: _____

**PLAINTIFF JORGE FRANCO AND FRANCO FOOD
DISTRIBUTION LLC dba BOMBINS**

Print Name: Jorge Franco

Date: 6/8/2023

Signature:  _____
ED3128FADC7C44B...

PLAINTIFF MAYTE GASTELUM AND GASTELUM GOODS LLC

Print Name: _____

Date: _____

Signature: _____

DEFENDANT GRUMA CORPORATION

Print Name: _____

Date: _____

Title: _____

Signature: _____

APPROVED:

DUNN DESANTIS WALT & KENDRICK LLP
Counsel for Plaintiffs

Print Name: _____

Date: _____

Signature: _____

Signature: _____

**PLAINTIFF JORGE FRANCO AND FRANCO FOOD
DISTRIBUTION LLC dba BOMBINS**

Print Name: _____

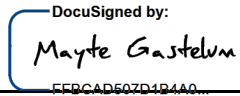
Date: _____

Signature: _____

PLAINTIFF MAYTE GASTELUM AND GASTELUM GOODS LLC

Print Name: Mayte Gastelum

Date: 4/25/2023

Signature:  _____
FFBCAD507D1B4A0...

DEFENDANT GRUMA CORPORATION

Print Name: David Salazar Cavazos

Date: Jun 16, 2023

Title: VP Legal, Secretary

Signature:  _____

APPROVED:

DUNN DESANTIS WALT & KENDRICK LLP
Counsel for Plaintiffs

Print Name: James A. McFaul

Date: June 9, 2023

Signature:  _____

PAUL HASTINGS LLP
Counsel for Defendant

Print Name: Chris A. Jalian

Date: 6/12/2023

Signature: 

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA
DEXTER'S, LLC, ET AL. V. GRUMA CORPORATION, ET. AL., CASE NO. 3:23-CV-00212-MMA-AHG

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

ATTENTION: IF YOU ARE OR WERE SIGNATORIES TO AN AGREEMENT WITH GRUMA CORPORATION FOR THE DISTRIBUTION OF GRUMA CORPORATION'S PRODUCT WITHIN CALIFORNIA BETWEEN JULY 1, 2020, THROUGH [DATE OF PRELIMINARY APPROVAL], YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.

TO UNDERSTAND YOUR RIGHTS, READ THIS NOTICE CAREFULLY.

- A proposed class action settlement ("the Settlement") has been reached between plaintiffs Sophamany Moch, Gerardo Fuentes Sr., Gerardo Fuentes Jr., Jorge Franco, Mayte Gastelum, Dexter's LLC, Franco Food Distribution LLC dba Bombins, and Gastelum Food LLC (collectively "Plaintiffs"), on behalf of themselves and the below-defined Class (see the response to Question 4 below), and Defendant Gruma Corporation ("Defendant").
- The Settlement resolves a class action lawsuit that included claims that Defendant violated California's antitrust laws (known as the Cartwright Act), violated various wage and hour laws, and engaged in unlawful business practices. Defendant denies all liability to Class Members, and asserts that it complied with California and Federal law at all times and has entered into the Settlement solely for purposes of resolving this dispute.
- The Settlement provides for settlement payments based in-part on a calculation that takes into account each Class Member's gross sales to chain stores in California for their respective distribution businesses between July 1, 2020 and [DATE OF PRELIMINARY APPROVAL].

YOUR SHARE OF THE SETTLEMENT PROCEEDS IS ESTIMATED TO BE \$<<EST_PAYMENT>>.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	Subject to the Court's final approval of the terms of the Settlement, you will receive a settlement payment (unless you timely provide a forwarding address to the Settlement Administrator) at the address where this notice was mailed, in exchange for which you will give up your claims in this case within the scope of the release set forth below.
EXCLUDE YOURSELF	If you submit a Request for Exclusion, which must be postmarked by 60-calendar days after settlement administrator mails class notice , you will <u>not</u> receive a settlement payment but you will keep your claims against Defendant.
OBJECT	If you wish to object to the Settlement, you must submit a written objection, and supporting papers, to the Settlement Administrator that is postmarked no later than 60-calendar days after settlement administrator mails class notice .

- 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?

Defendant's records show that you are, or were, a signatory to an agreement with Defendant for the sale and distribution of product, items and/or goods manufactured by Defendant, including, without limitation, Mission Foods and Guerrero Mexican Food Product branded product, items and/or goods ("Product") within California between July 1, 2020 through [DATE OF PRELIMINARY APPROVAL] ("Class Period"). This notice explains the Lawsuit, the Settlement, and your legal rights.

The lawsuit is known as *Dexter's LLC, et al. v. Gruma Corporation, et al.*, and is pending in the United States District Court for the Southern District of California, Case No. 3:23-cv-00212-MMA-AHG (the "Lawsuit"). Sophamany Moch ("Moch"), Gerardo Fuentes Sr. ("Fuentes Sr."), Gerardo Fuentes Jr. ("Fuentes Jr."), Jorge Franco ("Franco"), Mayte Gastelum ("Gastelum"), Dexter's LLC, Franco Food Distribution LLC dba Bombins, and Gastelum Food LLC are collectively called the Plaintiffs, and Gruma Corporation is called the Defendant.

2. What is the Lawsuit about?

On February 3, 2023, Plaintiffs filed a class action complaint alleging that Defendant violated the California Labor Code by misclassifying class members as independent contractors rather than employees, including claims for unpaid wages owed at termination, unpaid minimum and overtime wages, non-compliant meal and rest periods, non-compliant wage statements, unreimbursed business expenses, unlawful deductions, and also included claims that Defendant engaged in unfair business practices and violated the Cartwright Act and Private Attorneys General Act. On February 21, 2023, Plaintiffs filed an amended complaint which did not make substantive changes to the parties or allegations contained in Plaintiffs February 3, 2023, Complaint. As a result of the Complaints, Plaintiffs allege they and the members of the Class (defined in response to Question 4 below) are entitled to recover compensatory damages, treble damages, punitive damages, restitution, equitable relief, attorneys' fees, litigation costs, penalties, liquidated damages and interest.

Defendant denies that it engaged in any wrongful conduct or that it violated the law in any way. However, both Plaintiffs and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Class.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "Plaintiff" sues 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 [DATE OF PRELIMINARY APPROVAL], the Honorable Michael M. Anello issued an order conditionally certifying the Class for purposes of settlement only.

4. Who is in the Class?

"Class" or "Class Members" means all persons and/or entities who/that are or were a signatory to an agreement with Defendant for the sale and distribution of Product within California between July 1, 2020 through [DATE OF PRELIMINARY APPROVAL], in addition to their owners, proprietors, partners and/or members.

5. Why is there a Settlement?

After conducting substantial investigation, including review of policies and procedures, sales records, distribution agreements, Class Members' gross sales to chain stores, and arbitration agreements, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of the claims asserted in the Lawsuit and denies that it has violated any laws. Plaintiffs and their lawyers maintain that 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, Defendant agrees to pay a Maximum Settlement Amount of \$930,000. Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed \$170,000.00) and costs (not to exceed \$49,743.84 total), enhancement award payments to Plaintiffs, Moch, Fuentes Sr., Fuentes Jr., Franco, Gastelum, (not to exceed \$1,000.00 each or \$5,000.00 total), an LWDA payment to California's Labor Workforce Development Agency (not to exceed \$15,000 total), the fees and expenses of the Settlement Administrator, Atticus Administration, LLC (not to exceed \$20,000.00 total), and the fees for translating the class notice from English to Spanish (not to exceed \$2,000.00 total), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount").

Individual Settlement Payment Calculation

The Net Settlement Amount will be distributed to Class Members who do not opt out of the settlement ("Settlement Class Members") as follows: (i) 20% of the Net Settlement Amount will be divided equally among all of the Settlement Class Members; (ii) and remaining 80% of the Net Settlement Amount will be distributed based on Settlement Class Members' sales to chain stores in California for their respective distribution businesses, as follows: 80% of the Net Settlement Amount will be divided by the total gross sales to chain stores by all Settlement Class Members; the resulting figure was the unit value per gross sale dollar. The unit value per gross sale dollar will be multiplied by each Settlement Class Member's Compensable Gross Sales to chain stores in California from July 1, 2020 to [the date the Court grants preliminary approval of the Settlement] to yield their pro rata share of the Net Settlement Amount. The net payment of (i) and (ii) above will be the "Individual Settlement Payment."

Each Settlement Class Member that is an entity together with its respective owners, proprietors, partners, and/or members shall constitute a single Settlement Class Member for Net Settlement Amount distribution; for example, Gastelum, together with Gastelum Foods LLC, will constitute a single Settlement Class Member and receive one Individual Settlement Payment solely based on Gastelum Food LLC's gross sales to chain stores in California. Settlement Class Member's owners, proprietors, partners, and/or members will not receive Individual Settlement Payments.

To the extent any Class Member disputes Defendant's records regarding their gross sales to chain stores in California, that Class Member, shall submit a letter, with any supporting documentation, to the Settlement Administrator by **[60 calendar days after settlement administrator mails class notice]**. Any such written letter should: (1) contain the name, address, telephone number, last four digits of the Social Security Number or Tax Identification Number, and signature of the Class Member; (2) contain the case name and number of the Lawsuit; (3) clearly indicate that the Class Member seeks to dispute his/her/its Compensable Gross Sales; (4) provide documentation and/or an explanation to show contrary Compensable Gross Sales; and (5) is postmarked or fax-stamped by **[60 calendar days after settlement administrator mails class notice]** and returned to the Settlement Administrator at the specified address or fax telephone number. Defendant's records will be presumed determinative.

Once the settlement becomes Final as defined below, the settlement payments to Settlement Class Members, the enhancement award to the Class Representatives, and the payment to Class Counsel for their awarded attorneys' fees and expenses will be made within 14 calendar days following the date that the Settlement becomes fully funded. "Final" shall mean the latest of the following dates, as applicable: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; or (ii) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (iii) final dismissal or denial of all

such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

Following distribution of the Individual Settlement Payments, any uncollected funds remaining will be distributed to a third-party non-profit recipient, Feeding America.

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

In exchange for the consideration provided, each member of the Class who does not submit a valid Request for Exclusion (defined in response to Question 10 below) will release Gruma Corporation dba Mission Foods and/or Guerrero Mexican Food Products, and all of their respective current, former, and future parents, subsidiaries, predecessors and successors, and affiliated entities, and each of their respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives (collectively, “Released Parties”) from any and all claims that were asserted in the amended class action complaint through the date of final approval order and judgement, including, without limitation, statutory, constitutional, contractual, and/or common law claims for any antitrust violations under California or Federal law, including, but not limited to, vertical price fixing, lost profits, breach of contract, unfair competition, and treble damages; any claims under the California Labor Code and applicable Industrial Welfare Commission Orders including but not limited to claims based on Settlement Class Members’ alleged misclassification as independent contractors, for unpaid regular and/or overtime wages, meal period premiums, rest period premiums, restitution, expenses, interest, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and/or statutory and civil penalties (including but not limited to penalties for failure to pay wages, underpayment of wages, late payment of wages, failure to provide accurate itemized statements or maintain records, waiting time penalties, and civil penalties (including civil penalties under the Private Attorneys’ General Act)), including, but not limited to, claims arising out of the California Cartwright Act commencing with California Business and Professions Code section 16600, California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 226.8, 266.8, 510, 512, 515, 558, 1174, 1182.12, 1194, 1197, 1198, 2802, 2699, et seq., and applicable IWC Wage Orders, between July 1, 2020 and the date the Court grants final approval of the Settlement; and any claim under the California Unfair Business Practices Act for related violations.

The settlement does not preclude Defendant from seeking indemnity against any Class Member for any claim, demand, action or proceeding brought by a Class Member’s employee(s) or contractor(s) against Defendant or any of the Released Parties asserting any of the claims released in this Lawsuit.

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

Subject to the Court’s final approval of the terms of the Settlement, you will automatically be sent a settlement payment at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator) in exchange for which you will give up your claims in this case.

9. When will I get my check?

Checks will be mailed to Settlement Class Members eligible to receive a payment under the Settlement after the Court grants “final approval” of the Settlement. If the Court approves the Settlement after a hearing on [date of final approval hearing] (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 checks are issued to cash them. If you do not cash your check within 180 days of the date of its issuance, your Individual Settlement Payment shall be voided, but you will still have released your claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

If you do not wish to participate in the Settlement (“opt out”), you must complete and send a timely written request for exclusion (“Request for Exclusion”) **no later than [60 calendar days after settlement administrator mails class notice]**. The Request for Exclusion must: (1) contain your name, address, telephone number, last four digits of your Social Security number, and signature; (2) contain the case name and number of the Lawsuit; (3) clearly indicate that you seek to exclude yourself from the Settlement; and (4) be returned to the Settlement Administrator, postmarked or fax-stamped **on or before [60 calendar days after settlement administrator mails class notice]**, to:

Dexters v Gruma Corporation Settlement
C/O Atticus Administration
PO Box 64053
Saint Paul, MN 55164
Fax: 1-888-326-6411

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 the above-specified deadline shall be bound by all terms of the Settlement and any judgment entered in the Lawsuit 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 for the Released Claims that arose during the Class Period?

No. Unless you exclude yourself or the Court otherwise excludes you, you give up the right to sue Defendant or any other Released Party for the claims asserted in this lawsuit (as explained in Question 7 above). You must exclude yourself from the Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

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

James A. McFaul, Esq.
David D. Cardone, Esq.
Bradley A. Lebow, Esq.
Rima Sawhney, Esq.
DUNN DESANTIS WALT & KENDRICK
LLP
750 B Street, Suite 2620
San Diego, CA 92101
Telephone: (619) 573-4488
Facsimile: (619) 255-4868

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

Subject to court approval, Defendant agrees to pay up to \$170,000.00 in attorneys’ fees and up to \$49,743.84 costs to Class Counsel. The Court may award less than these amounts. If the Court awards less than the amounts requested, the difference will remain in the Net Settlement Amount for distribution.

In addition, and subject to Court approval, Defendant also agrees to pay Plaintiffs Moch, Fuentes Sr., Fuentes Jr.,

Franco, and Gastelum up to \$5,000.00 total (\$1,000.00 each) as a Class Representatives Enhancement Award for their participation in this lawsuit and for taking on the risk of litigation. Defendant also agrees to pay the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed \$20,000.00, and costs to translate this notice from English to Spanish, estimated not to exceed \$2,000. Such payments will be made from the maximum settlement fund. The Court may award less than these amounts. If lesser amounts are awarded, those amounts will be included in the Net Settlement Amount payable by Defendant and will be available for distribution to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement?

Any Class Member may object to the proposed Settlement, or any portion thereof, by mailing a written objection, and supporting papers, to the Settlement Administrator at the following addresses by regular U.S. Mail postmarked no later than **[60 calendar days after settlement administrator mails class notice]**, or as modified subject to re-mailing:

Dexters v Gruma Corporation Settlement
C/O Atticus Administration
PO Box 64053
Saint Paul, MN 55164
Fax: 1-888-326-6411

A written objection must (1) contain the name, address, telephone number, last four digits of the Social Security Number or Tax Identification Number, and signature of the Class Member; (2) contain the case name and number of the Lawsuit; (3) clearly indicate that the Class Member seeks to object to the settlement; (4) state with specificity the legal and factual basis for the objection; (5) state whether the Settlement Class Member intends to appear at the Final Approval Hearing; and; (6) be postmarked or fax-stamped on or before **[60 calendar days after settlement administrator mails class notice]** and returned to the Settlement Administrator at the specified address or fax telephone number. If a Class Member wishes to appear at the Court's Final Approval Hearing and orally present his or her objection to the Court, the objector's written statement should include the objector's statement of intent to appear at the Court's Final Approval Hearing. **Notwithstanding, in the discretion of the Court, any Class Member, or person purporting to object on behalf of any Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered to the parties.** Any Class Member who files an objection remains eligible to receive monetary compensation from the Settlement unless he/she/it submits a timely and valid Request for Exclusion. If the Court overrules any objections and grants final approval of the Settlement, any Class Member who submitted an objection but did not submit a timely and valid Request for Exclusion will be bound by the Release set forth in Section 7 above.

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. If you object, you are still a part of the Class. Excluding yourself is telling the Court that you do not want to be part of the Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time you may attend 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 [July 6, 2020 at 1:30 p.m. in **Courtroom 3c**] at the United States District Court for the Southern District of California, located at **221 West Broadway San Diego, CA 92101**. The hearing may be moved to a different date and/or time without additional notice. 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 at your own expense. 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 (at your own expense) another lawyer to attend, but it is not required.

19. May I speak at the hearing?

If a Class Member wishes to appear at the Final Approval Hearing and orally present his or her objection to the Court, the objector's written statement should include the objector's statement of intent to appear at the Final Approval Hearing. Notwithstanding, in the discretion of the Court, any Class Member, or person purporting to object on behalf of any Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered to the parties.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will automatically receive a payment from this Settlement as described above and you will be bound by the release of claims, subject to the Court's final approval of the terms of the Settlement.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the Settlement. You may contact Class Counsel or the Settlement Administrator for more information. The Settlement Administrator may be contacted at the previously-mentioned mailing address and fax telephone number, as well as at the following toll-free telephone number:
1-888-230-0024.

Do not contact the Court regarding this Notice or the Settlement.