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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MOISES NEGRETE, individually and
on behalf of all others similarly
situated,

Plaintiff,

vs.

CONAGRA FOODS, INC., et al.,

Defendants.

VALENTIN VILLAR, individually,
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

CONAGRA FOODS, INC., et al.,

Defendants.

STEPHEN ANDERSON, et al.,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

CONAGRA FOODS, INC., et al.,

Defendants.

JORDYN NJOROGÉ, on behalf of
herself, all others similarly situated,
and the general public

Plaintiffs,

vs.

FIRST RATE STAFFING
CORPORATION, et al.,

Defendants.

JESSE ALVAREZ, et al., individually
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

CONAGRA BRANDS, INC., et al.,

Defendants.

Lead Case No. 2:16-cv-631-FMO-AJW

Consolidated with Case Nos. 2:16-cv-
02801 FMO-AJW; 5:16-cv-02219-
FMO-AJW; 2:16-cv-08069-FMO-
AJW; and 2:17-cv-03141-FMO-AJW

**STIPULATION OF CLASS
ACTION SETTLEMENT**

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15 Attorneys for Defendants Conagra Brands
Inc. (f/k/a ConAgra Foods, Inc.), TreeHouse
16 Private Brands, Inc. (f/k/a Ralcorp Holdings,
Inc.), and ConAgra Foods Packaged Foods, LLC
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1 IT IS HEREBY STIPULATED, by and between plaintiffs Moises Negrete
2 (“Negrete”), Steven Anderson (“Anderson”), Felicia Avila (“Avila”), Richard Cruse
3 (“Cruse”), Abraham Ibarra (“Ibarra”), Ruben Maldonado (“Maldonado”), Jordyn
4 Njoroge (“Njoroge”), Anita del Rosario Patriz (“Patriz”), Frank Perez (“Perez”),
5 Justin Soto (“Soto”), Arturo Verduzco (“Verduzco”), Valentin Villar (“Villar”), and
6 Felix Villela (“Villela”), on the one hand, and defendants Conagra Brands, Inc. (f/k/a
7 ConAgra Foods, Inc.) (“Conagra”), TreeHouse Private Brands, Inc. (f/k/a Ralcorp
8 Holdings, Inc.) (“Ralcorp”), and ConAgra Foods Packaged Foods, LLC (“CFPF”),
9 on the other hand, and subject to the approval of the Court, that the claims alleged in
10 the Actions are hereby compromised and settled pursuant to the terms and conditions
11 set forth in this Stipulation of Class Action Settlement (“Stipulation”) and that the
12 Court shall make and enter judgment, subject to the continuing jurisdiction of the
13 Court as set forth below, and subject to the definitions, recitals, and terms set forth
14 herein which by this reference become an integral part of this Stipulation.

15 DEFINITIONS

16 1. “Actions” means the consolidated class actions in the United States
17 District Court for the Central District of California entitled *Moises Negrete v.*
18 *ConAgra Foods, Inc., et al.*, Case No. 2:16-cv-631-FMO-AJW, *Valentin Villar v.*
19 *ConAgra Foods, Inc., et al.*, Case No. 2:16-cv-02801 FMO-AJW, *Jordyn Njoroge v.*
20 *ConAgra Foods, Inc., et al.*, Case No. 2:16-cv-08069-FMO-AJW, *Stephen Anderson,*
21 *et al. v. ConAgra Foods, Inc.*, Case No. 5:16-cv-02219-FMO-AJW, and *Jesse*
22 *Alvarez, et al. v. ConAgra Brands, Inc., et al.*, Case No. 2:17-cv-03141-FMO-AJW.

23 2. “Aggrieved Employees” means all non-exempt employees, including
24 regular, seasonal, and temporary employees, who worked at facilities owned and
25 operated by any Defendant in Azusa, Colton, Fresno, Helm, Lodi, Oakdale, and
26 Visalia, California at any time during the PAGA Periods.

1 3. “Attorneys’ Fees and Costs” means reasonable attorneys’ fees for
2 Plaintiffs’ Counsel’s litigation and resolution of the Actions and Plaintiffs’ Counsel’s
3 expenses and costs reasonably incurred in connection with the Actions.

4 4. “CAFA Notice” means the notice that shall be served on the
5 “Appropriate Federal official” and the “Appropriate State official” by the Settlement
6 Administrator pursuant to and as defined under the Class Action Fairness Act of 2005
7 (“CAFA”).

8 5. “Certified Class Periods” means the following time periods:

9 a. For the Azusa facility, October 23, 2012 to January 31, 2016.

10 b. For the Colton Facility, October 20, 2011 to June 13, 2014.

11 c. For the Fresno facility, October 20, 2011 to May 19, 2017.

12 d. For the Helm Facility, October 20, 2011 to September 2, 2016.

13 e. For the Lodi facility, October 20, 2011 to January 31, 2016.

14 f. For the Oakdale facility, October 20, 2011 to March 29, 2019.

15 g. For the Visalia facility, October 20, 2011 to January 31, 2016.

16 6. “Class Counsel” means Matthew J. Matern, Launa Adolph, and Deanna
17 S. Leifer of Matern Law Group, PC and Farzad Rastegar and Douglas W. Perlman
18 of Rastegar Law Group, APC.

19 7. “Class Information” means information regarding Class Members that
20 Defendants or a Third-Party Staffing Company shall in good faith compile from their
21 records and shall be authorized by the Court to transmit in a secured manner to the
22 Settlement Administrator. Class Information shall be transmitted in electronic form
23 and shall include each Class Member’s full name; last known address; Social
24 Security number; and total number of Compensable Workweeks.

25 8. “Class Members” means all non-exempt employees, including regular,
26 seasonal, contracted, and temporary employees (including any employee directly
27 employed by a Third-Party Staffing Company), who worked at facilities owned and
28 operated by any Defendant in Azusa, Colton, Fresno, Helm, Lodi, Oakdale, and

1 Visalia, California at any time during the Class Periods, except those employees who
2 previously opted out.

3 9. "Class Notice" means the Notice of Class Action Settlement,
4 substantially in the form attached hereto as **Exhibit 1**, which shall be subject to Court
5 approval and which the Settlement Administrator shall mail to each Class Member
6 explaining the terms of this Stipulation and the Settlement.

7 10. "Class Periods" means the following time periods:

- 8 a. For the Azusa facility, October 23, 2012 to March 17, 2017.
- 9 b. For the Colton Facility, October 20, 2011 to June 13, 2014.
- 10 c. For the Fresno facility, October 20, 2011 to May 19, 2017.
- 11 d. For the Helm Facility, October 20, 2011 to September 2, 2016.
- 12 e. For the Lodi facility, October 20, 2011 to April 17, 2020.
- 13 f. For the Oakdale facility, October 20, 2011 to the date sixty (60)
14 days after Plaintiffs file the Motion for Preliminary Approval.
- 15 g. For the Visalia facility, October 20, 2011 to February 28, 2019.

16 11. "Class Representative Service Awards" means the amounts that the
17 Court authorizes to be paid to Plaintiffs, in addition to Plaintiffs' Individual
18 Settlement Payments, in recognition of Plaintiffs' efforts and risks in prosecuting the
19 Actions.

20 12. "Compensable Workweeks" means the number calculated for each
21 Class Member or Aggrieved Employee as follows:

22 a. The total number of calendar days from the first to the last day (inclusive
23 of the first and last day) during which a Class Member or Aggrieved Employee
24 performed work as a non-exempt employee of Defendants in Azusa, Colton, Fresno,
25 Helm, Lodi, Oakdale, and/or Visalia, California the Class Periods, based on
26 Defendants' and/or a Third-Party Staffing Company's records.

27 b. The number of calendar days determined in Paragraph 12.a divided by
28 seven (7).

1 c. The number calculated in Paragraph 12.b rounded up to the nearest
2 whole number.

3 13. “Defendants” or “Defendant” means defendants Conagra Brands, Inc.
4 (f/k/a ConAgra Foods, Inc.), TreeHouse Private Brands, Inc. (f/k/a Ralcorp Holdings,
5 Inc.), and ConAgra Foods Packaged Foods, LLC.

6 14. “Defense Counsel” means Josef S. Glynias, Andrew J. Weissler, Scott
7 D. Meyers, and Kate E. Juvinall of Husch Blackwell LLP and Nicky Jatana of
8 Jackson Lewis P.C.

9 15. “Effective Date” means the latest of: (a) if there are no objections to the
10 Settlement, the date upon which the Judgment is entered by the Court; (b) if there are
11 objections to the Settlement and if no appeal, review, or writ is sought from the
12 Judgment, the date which is thirty (30) days after entry of the Judgment; or (c) if an
13 appeal, review, or writ is sought from the Judgment, the date upon which all appellate
14 and/or other proceedings resulting from the appeal, review, or writ have been finally
15 terminated in such a manner as to permit the Judgment to take effect in substantially
16 the form described herein.

17 16. “Employer’s Share of Payroll Taxes” means Defendants’ portion of
18 payroll taxes, including, but not limited to FICA and FUTA, on the portion of the
19 Individual Settlement Payments that constitutes wages. The Settlement
20 Administrator shall calculate the Employer’s Share of Payroll Taxes, which shall be
21 in addition to the Maximum Settlement Amount and submitted by Defendants to the
22 relevant taxing authorities in a timely manner.

23 17. “Final Approval Hearing” means the hearing to be conducted by the
24 Court after the filing of an appropriate motion by Plaintiffs and following appropriate
25 notice to Class Members giving Class Members an opportunity to request exclusion
26 from Settlement and to object to the Settlement, at which time Plaintiffs shall request
27 that the Court finally approve the Settlement, enter the Judgment, and take other
28 appropriate action.

1 18. “FLSA Settlement Class” means all non-exempt employees, including
2 regular, seasonal, contracted, and temporary employees (including any employee
3 directly employed by a Third-Party Staffing Company), who worked at facilities
4 owned and operated by any Defendant in Azusa, Colton, Fresno, Helm, Lodi,
5 Oakdale, and Visalia, California at any time from October 20, 2012 to the date sixty
6 (60) days after Plaintiffs file the Motion for Preliminary Approval.

7 19. “FLSA Settlement Class Members” means all Class Members who cash
8 their Individual Settlement Payment checks, and thereby will be deemed to have
9 given their consent to “opt in” as a party plaintiff in this action pursuant to the Fair
10 Labor Standards Act of 1938, 29 U.S.C. § 216(b) (“FLSA”) and to have waived and
11 released any claims they may have under the FLSA as related to the claims that were
12 or arise from the facts asserted in the Actions.

13 20. “Individual Settlement Payment” means the amount payable from the
14 Net Settlement Amount to each Participating Class Member.

15 21. “Information Sheet” means the form that shall be prepared by the
16 Settlement Administrator and sent to each Class Member that sets forth the total
17 number of Compensable Workweeks and the estimated Individual Settlement
18 Payment for the Class Member, substantially in the form attached hereto as **Exhibit**
19 **2**.

20 22. “Judgment” means the judgment to be entered by the Court upon
21 granting final approval of the Settlement and this Stipulation as binding upon the
22 Parties, Participating Class Members, and Aggrieved Employees.

23 23. “LWDA” means the California Labor and Workforce Development
24 Agency.

25 24. “Maximum Settlement Amount” means the maximum amount
26 Defendants shall have to pay in connection with this Settlement, by way of a common
27 fund, which shall be inclusive of all Individual Settlement Payments to Participating
28 Class Members, Attorneys’ Fees and Costs, Class Representative Service Awards,

1 Settlement Administration Costs, and the PAGA Payment. Subject to Court approval
2 and the terms of this Stipulation, the Maximum Settlement Amount Defendants shall
3 be required to pay is Eighteen Million Dollars (\$18,000,000.00).

4 25. "Net Settlement Amount" means the Maximum Settlement Amount,
5 less Attorneys' Fees and Costs, the Class Representative Service Awards, Settlement
6 Administration Costs, and the PAGA Payment.

7 26. "Notice of Objection" means a Class Member's written objection to the
8 Settlement.

9 27. "Notice Packet" means the packet of documents which shall be mailed
10 to all Class Members by the Settlement Administrator, including the Class Notice,
11 Information Sheet, and Request for Exclusion Form, each in English and Spanish.

12 28. "PAGA" means the Labor Code Private Attorneys General Act of 2004,
13 California Labor Code sections 2698, et seq.

14 29. "PAGA Payment" means the amount payable from the Maximum
15 Settlement Amount to resolve the PAGA claim alleged in the Actions, of which
16 seventy-five percent (75%) shall be paid to the LWDA and twenty-five percent (25%)
17 shall be paid to Aggrieved Employees.

18 30. "PAGA Periods" means the following time periods:

- 19 a. For the Azusa facility, August 16, 2014 to March 17, 2017.
- 20 b. For the Fresno facility, August 16, 2014 to May 19, 2017.
- 21 c. For the Helm Facility, August 16, 2014 to September 2, 2016.
- 22 d. For the Lodi facility, August 16, 2014 to April 17, 2020.
- 23 e. For the Oakdale facility, August 16, 2014 to the date sixty (60)
24 days after Plaintiffs file the Motion for Preliminary Approval.
- 25 f. For the Visalia facility, August 16, 2014 to February 28, 2019.

26 31. "Participating Class Members" means Plaintiffs and all other Class
27 Members who do not submit a valid and timely Request for Exclusion Form.

28 32. "Parties" means Plaintiffs and Defendants.

1 33. “Plaintiffs” means plaintiffs Moises Negrete, Steven Anderson, Felicia
2 Avila, Richard Cruse, Abraham Ibarra, Ruben Maldonado, Jordyn Njoroge, Anita del
3 Rosario Patríz, Frank Perez, Justin Soto, Arturo Verduzco, Valentin Villar, and Felix
4 Villela.

5 34. “Plaintiffs’ Counsel” means Matthew J. Matern, Launa Adolph, and
6 Deanna S. Leifer of Matern Law Group, PC, Farzad Rastegar and Douglas W.
7 Perlman of Rastegar Law Group, APC, Philip A. Downey and Eric Rouen of The
8 Downey Law Firm, LLC, and Shaun Setareh and William M. Pao of Setareh Law
9 Group.

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

15 36. “Publication Notice” means the Notice of Class Action Settlement,
16 substantially in the form attached hereto as **Exhibit 4**, which shall be subject to Court
17 approval and which the Settlement Administrator shall cause to be published in
18 English and Spanish-language newspapers of general circulation in San Joaquin and
19 Stanislaus Counties, California in a manner designed to provide the best notice that
20 is practicable under the circumstances for Class Members who worked at the Oakdale
21 facility and who are not included in the Class Information.

22 37. “Released Claims” means the release of claims as described in
23 Paragraph 73.

24 38. “Released Parties” means Defendants; their respective present or former
25 parents, owners, subsidiaries, and any affiliated or related persons or entities; each of
26 their respective officers, directors, employees, partners, shareholders, attorneys, and
27 agents; the Third-Party Staffing Companies; and any other of Defendants’
28 successors, assigns, insurers, or legal representatives.

1 39. “Request for Exclusion Form” means the form that shall be prepared by
2 the Settlement Administrator and sent to each Class Member and that a Class
3 Member can return to the Settlement Administrator to opt out of, or exclude oneself,
4 from the Settlement, substantially in the form attached hereto as **Exhibit 3**.

5 40. “Response Deadline” means the date forty-five (45) days after the
6 Settlement Administrator mails the Notice Packets to Class Members and the last
7 date on which Class Members may submit a Request for Exclusion Form, Notice of
8 Objection, or dispute regarding the number of Compensable Workweeks stated on
9 their respective Information Sheet.

10 41. “Settlement” means the final and complete disposition of the Actions
11 pursuant to this Stipulation.

12 42. “Settlement Administration Costs” means the reasonable costs and fees
13 of administering the Settlement to be paid from the Maximum Settlement Amount,
14 including, but not limited to: (i) translating the Class Notice, Publication Notice, and
15 Information Sheet into Spanish; (ii) the printing, mailing, and re-mailing (if
16 necessary) of Notice Packets to Class Members; (iii) establishing a settlement
17 website; (iv) preparing and submitting to Participating Class Members, Aggrieved
18 Employees, and government entities all appropriate tax filings and forms; (v)
19 providing notice by publication by publishing the Publication Notice in English and
20 Spanish-language newspapers of general circulation in San Joaquin and Stanislaus
21 Counties, California and providing internet publication in the form of Google and
22 Facebook advertisements, or similar internet-based advertisements; (vi) determining
23 the eligibility for, computing the amount of, and distributing Individual Settlement
24 Payments, the Class Representative Service Awards, the Attorneys’ Fees and Costs,
25 and the PAGA Payment; (vii) processing and validating Request for Exclusion Forms
26 and Notices of Objection; (viii) establishing a Qualified Settlement Fund (“QSF”),
27 as defined by the Internal Revenue Code; and (ix) calculating and remitting to the
28 appropriate government agencies all employer and employee payroll tax obligations

1 arising from the Settlement and preparing and submitting filings required by law in
2 connection with the payments required by the Settlement.

3 43. “Settlement Administrator” means Simpluris, Inc.

4 44. “Settlement Classes” means a class at each facility of all non-exempt
5 employees, including regular, seasonal, contracted, and temporary employees
6 (including any employee directly employed by Third-Party Staffing Company), who
7 worked at each of facilities owned and operated by any Defendant in Azusa, Colton,
8 Fresno, Helm, Lodi, Oakdale, and Visalia, California at any time during the
9 appropriate Class Periods, except those employees who previously opted out.

10 45. “Settlement Class Periods” means the following time periods:

11 a. For the Azusa facility, February 1, 2016 to March 17, 2017.

12 b. For the Lodi facility, February 1, 2016 to April 17, 2020.

13 c. For the Oakdale facility, March 30, 2019 to the date sixty (60)
14 days after Plaintiffs file the Motion for Preliminary Approval.

15 d. For the Visalia facility, February 1, 2016 to February 28, 2019.

16 46. “Third-Party Staffing Company” means any company that is not owned
17 or controlled by any Defendant (as defined in Paragraph 13) and whose employees
18 worked at facilities owned and operated by any Defendant in Azusa, Colton, Fresno,
19 Helm, Lodi, Oakdale, and Visalia, California at any time during the Class Periods.

20 RECITALS

21 47. Procedural History. On October 20, 2015, Negrete filed a putative wage
22 and hour class action against Conagra, Ralcorp, Ralston Foods, Inc., Bloomfield
23 Bakers, LLC, and Lovin Oven, LLC, in the Superior Court of the State of California,
24 County of Los Angeles, entitled *Moises Negrete v. ConAgra Foods, Inc., et al.* (the
25 “Negrete action”), which defendants removed to the United States District Court for
26 the Central District of California on January 28, 2016. Ralston Foods, Inc.,
27 Bloomfield Bakers, LLC, and Lovin Oven, LLC were never served with the
28

1 complaint in the Negrete action and have never appeared as a party in any of the
2 Actions.

3 48. On March 17, 2016, Villar filed a putative wage and hour class action
4 against Conagra and CFPF, in the Superior Court of the State of California, County
5 of Los Angeles, entitled *Valentin Villar v. ConAgra Foods, Inc., et al.* (the “Villar
6 action”), which defendants removed to the United States District Court for the
7 Central District of California on April 22, 2016.

8 49. On May 31, 2016, this Court entered an order consolidating the Negrete
9 action and Villar action (the “Consolidated Negrete Action”).

10 50. On May 10, 2016, Njoroge filed a complaint against Conagra and First
11 Rate Staffing Corporation in the Superior Court of the State of California, Alameda
12 County, entitled *Jordyn Njoroge v. ConAgra Foods, Inc., et al.* (the “Njoroge
13 action”). The Njoroge action was removed to the United States District Court for the
14 Northern District of California on July 5, 2016 and was transferred to the United
15 States District Court for the Central District of California on October 25, 2016. First
16 Rate Staffing Corporation was never served with the Njoroge action and has never
17 appeared as a party in any of the Actions.

18 51. On October 20, 2016, Anderson, Avila, Maldonado, and Villela filed a
19 putative class action against Conagra in the United States District Court for the
20 Central District of California, entitled *Stephen Anderson, et al. v. ConAgra Foods,*
21 *Inc.* (the “Anderson action”).

22 52. On December 22, 2016, the Court issued an Order Re: Consolidation
23 and Further Proceedings, in which the Court consolidated the Consolidated Negrete
24 Action with the Anderson and Njoroge Actions (the “Consolidated Action”).

25 53. On March 8, 2017, Jesse Alvarez (“Alvarez”), Ibarra, and Verduzco
26 filed a putative class action against Conagra, CFPF, and Lamb Weston, Inc. in the
27 Superior Court of the State of California, County of Stanislaus, entitled *Jesse Alvarez,*
28 *et al. v. ConAgra Brands, Inc., et al.* (the “Alvarez action”), which Conagra and CFPF

1 removed to the United States District Court for the Eastern District of California on
2 April 10, 2017. On April 26, 2017, by agreement of the parties, the Alvarez action
3 was dismissed and refiled in the United States District Court for the Central District
4 of California. Lamb Weston, Inc. was never served with the Alvarez action and has
5 never appeared as a party in any of the Actions.

6 54. On May 17, 2017, the Alvarez plaintiffs filed a First Amended Class
7 Action Complaint, adding Hector Mendez (“Mendez”) and Cruse as named plaintiffs.

8 55. On May 19, 2017, the Parties attended a private mediation session with
9 mediator Michael Dickstein, Esq. The Parties did not reach a resolution of the
10 Actions at that time.

11 56. On June 27, 2017, the Court issued an Order Re: Consolidation, in
12 which the Court consolidated the Consolidated Action and the Alvarez action.

13 57. On July 20, 2017, Plaintiffs filed a Consolidated Second Amended Class
14 Action Complaint, which added Patriz as a named plaintiff.

15 58. On October 30, 2017, Plaintiffs filed a Consolidated Third Amended
16 Complaint (“Consolidated TAC”), which added Soto as a named plaintiff and
17 dismissed Alvarez and Mendez as named plaintiffs. The Consolidated TAC alleges
18 causes of action for: (1) failure to provide meal periods; (2) failure to authorize and
19 permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime
20 wages; (5) failure to pay all wages due to discharged and quitting employees; (6)
21 failure to furnish accurate itemized wage statements; (7) failure to maintain required
22 records; (8) failure to indemnify employees for necessary expenditures incurred in
23 discharge of duties; (9) failure to pay reporting time pay; (10) unfair and unlawful
24 business practices; (11) penalties under PAGA, as a representative action; (12)
25 conversion; and (13) violation of the FLSA, as a representative action.

26 59. On November 29, 2017, Defendants filed an Answer to the Consolidated
27 TAC and a partial motion to dismiss. On December 28, 2018, the Court issued an
28 order denying Defendants’ partial motion to dismiss.

1 60. On June 22, 2018, the Parties filed a Joint Brief Re: Plaintiffs' Motion
2 for Class Certification. On March 29, 2019, the Court issued an Order Re: Class
3 Certification, granting in part and denying in part Plaintiffs' Motion for Class
4 Certification.

5 61. On April 12, 2019, Defendants filed a Petition for Leave to Appeal Class
6 Certification Order Pursuant to Federal Rule of Civil Procedure 23(f). On May 31,
7 2019, the Ninth Circuit Court of Appeal denied Defendants' petition. On June 14,
8 2019, Defendants filed a Motion for Reconsideration En Banc, which was also
9 denied.

10 62. On June 28, 2019, the Parties filed a Joint Brief Re: Motions for Partial
11 Summary Judgment. On November 21, 2019, the Court stayed the decision on the
12 Motions for Summary Judgment pending the Ninth Circuit's decision in *Cole v.*
13 *CRST Van Expedited, Inc.*, Case No. 17-55606.

14 63. On October 24, 2019, the Parties filed a joint motion for approval of the
15 notice of certified class action. Following a hearing on November 21, 2019, the
16 Parties filed a revised notice of certified class action on November 26, 2019. On
17 December 9, 2019, the Court issued an order approving the notice of certified class
18 action.

19 64. The notice of certified class action was mailed to 3,425 Class Members
20 on January 13, 2020. A second mailing to an additional 11 Class Members was
21 completed on February 24, 2020, and a third mailing to an additional 84 Class
22 Members was completed on May 29, 2020. In response to the notice of certified
23 class action, three Class Members opted out.

24 65. On June 2, 2020, the Parties participated in a private mediation session
25 with mediator Mark Rudy, Esq. The Parties participated in a second mediation
26 session with Mr. Rudy on June 9, 2020. At the end of the second mediation, Mr.
27 Rudy made a mediator's proposal outlining the material terms of a proposed class
28 action settlement. On June 16, 2020, the Parties accepted the mediator's proposal,

1 subject to the Parties entering into a more comprehensive written settlement
2 agreement.

3 66. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs
4 and Class Counsel recognize the expense and length of continued proceedings
5 necessary to litigate Plaintiffs' claims in the Actions through trial and through any
6 possible appeals. Plaintiffs also have taken into account the uncertainty and risks of
7 the outcome of further litigation, and the difficulties and delays inherent in such
8 litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof
9 necessary to establish liability for the claims asserted in the Actions, both generally
10 and in response to Defendants' defenses thereto, and the difficulties in establishing
11 damages, penalties, restitution, and other relief sought in the Actions. Plaintiffs and
12 Class Counsel also have taken into account Defendants' agreement to enter into a
13 settlement that confers substantial benefits upon the Class Members. Based on the
14 foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth
15 in this Stipulation is fair, adequate, and reasonable and is in the best interests of all
16 Class Members.

17 67. Benefits of Settlement to Defendants. Defendants have concluded that
18 any further defense of the Actions would be protracted and expensive for all Parties.
19 Substantial amounts of Defendants' time, energy, and resources have been and,
20 unless this Settlement is completed, shall continue to be devoted to the defense of the
21 claims asserted by Plaintiffs. Defendants have also taken into account the risks of
22 further litigation in reaching their decision to enter into this Settlement. Even though
23 Defendants contend they are not liable for any of the claims alleged by Plaintiffs in
24 the Actions, Defendants have agreed, nonetheless, to settle in the manner and upon
25 the terms set forth in this Stipulation and to put to rest the claims alleged in this
26 Actions. Defendants have asserted and continue to assert that the claims alleged by
27 Plaintiffs have no merit and do not give rise to any liability, damages, restitution,
28 penalties, or other payments. This Stipulation is a compromise of disputed claims.

1 Nothing contained in this Stipulation, no documents referred to herein, and no action
2 taken to carry out this Stipulation, shall be construed or used as an admission by or
3 against Defendants as to the merits or lack thereof of the claims asserted in the
4 Actions. Defendants contend they have complied with all applicable state, federal,
5 and local laws.

6 **TERMS OF SETTLEMENT**

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

10 68. Binding Settlement. This Settlement shall bind the Parties and all
11 Participating Class Members, subject to the terms and conditions hereof and the
12 Court's approval.

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

23 70. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no
24 provision of this Stipulation, and no written communication or disclosure between or
25 among the Parties, Plaintiffs' Counsel, or Defense Counsel and other advisers, is or
26 was intended to be, nor shall any such communication or disclosure constitute or be
27 construed or be relied upon as, tax advice within the meaning of United States
28 Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the

1 acknowledging party (a) has relied exclusively upon his, her, or its own, independent
2 legal and tax counsel for advice (including tax advice) in connection with this
3 Stipulation, (b) has not entered into this Stipulation based upon the recommendation
4 of any other party or any attorney or advisor to any other party, and (c) is not entitled
5 to rely upon any communication or disclosure by any attorney or advisor to any other
6 party to avoid any tax penalty that may be imposed on the acknowledging party; and
7 (3) no attorney or adviser to any other party has imposed any limitation that protects
8 the confidentiality of any such attorney's or adviser's tax strategies (regardless of
9 whether such limitation is legally binding) upon disclosure by the acknowledging
10 party of the tax treatment or tax structure of any transaction, including any transaction
11 contemplated by this Stipulation.

12 71. Preliminary Approval of Settlement. Plaintiffs shall move the Court to
13 enter the Preliminary Approval Order, thereby provisionally certifying the class for
14 settlement purposes only and setting a Final Approval Hearing date. The Parties
15 agree to work diligently and cooperatively to have this Settlement presented to the
16 Court for preliminary approval. The Preliminary Approval Order shall provide,
17 among other things, for class certification under Federal Rule of Civil Procedure
18 23(e) of all Released Claims in Paragraph 73.a for the Settlement Classes, for
19 collective action certification under 29 U.S.C. § 216(b) of all Released Claims in
20 Paragraph 73.c for the FLSA Settlement Class, and for the Notice Packet to be sent
21 to Class Members as specified herein.

22 72. CAFA Notice. Within ten (10) days after Plaintiffs file the motion for
23 preliminary approval, the Settlement Administrator, in consultation with Defendants,
24 shall serve the CAFA Notice on the "Appropriate Federal official" and the
25 "Appropriate State officials."

26 73. Release of Claims.

27 a. Participating Class Members' Released Claims. Upon the
28 Effective Date, all Participating Class Members shall be deemed to have released the

1 Released Parties of any and all claims, demands, rights, liabilities, and/or causes of
2 action that were pleaded or could have been pleaded based upon the factual
3 allegations set forth in the operative complaint and arising at any time during the
4 respective Class Period, including claims for (1) failure to provide meal periods; (2)
5 failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4)
6 failure to pay overtime wages; (5) failure to pay all wages due to discharged and
7 quitting employees; (6) failure to furnish accurate itemized wage statements; (7)
8 failure to maintain required records; (8) failure to indemnify employees for necessary
9 expenditures incurred in discharge of duties; (9) failure to pay reporting time pay;
10 (10) unfair and unlawful business practices; and (11) conversion.

11 b. Aggrieved Employees' Released Claims. In addition to the
12 release set forth in Paragraph 73.a. above, upon the Effective Date, all Aggrieved
13 Employees shall be deemed to have released the Released Parties of any and all
14 claims and/or causes of action under PAGA which are based upon the factual
15 allegations set forth in the operative complaint and arising at any time during the
16 respective PAGA Period.

17 c. FLSA Settlement Class Members' Released Claims. In addition
18 to the releases set forth in Paragraphs 73.a. and/or 73.b. above, Plaintiffs and all other
19 Participating Class Members who cash their Individual Settlement Payment checks
20 (and, in doing so, become FLSA Settlement Class Members) shall be deemed to have
21 released the Released Parties of any claims they may have under the FLSA as related
22 to the claims that were made or arise out of the facts asserted in the Actions and
23 arising at any time from October 20, 2012 to the date sixty (60) days after Plaintiffs
24 file the motion for Preliminary Approval.

25 d. Plaintiffs' Released Claims. In addition to the releases set forth
26 in Paragraphs 73.a., 73.b., and/or 73.c. above, upon the Effective Date, Plaintiffs shall
27 release the Released Parties of any and all claims, demands, rights, liabilities, and/or
28 causes, of any form whatsoever, arising under federal, state, local, or common laws,

1 rules, or regulations, whether known or unknown, unforeseen, unanticipated,
2 unsuspected or latent, that have been or could have been asserted by Plaintiffs, or
3 Plaintiffs' heirs, successors and/or assigns, whether directly, indirectly,
4 representatively, derivatively or in any other capacity, against Defendants or any of
5 the other Released Parties, arising at any time prior to entry of the Judgment,
6 including but not limited to those claims raised in the Actions, and those arising from
7 or related to Plaintiffs' work with Defendants. This release excludes only the release
8 of claims not permitted by law. This release does not include (1) the claims alleged
9 by Verduzco in the First Amended Complaint in Verduzco's individual lawsuit
10 against CFPF captioned *Verduzco v. ConAgra Foods Packaged Foods, LLC*, No.
11 1:18-cv-01681-DAD-SKO, currently pending in the United States District Court for
12 the Eastern District of California or (2) the claims alleged by Villar in Villar's
13 individual lawsuit against ConAgra Enterprise Services, Inc. and CFPF captioned
14 *Villar v. ConAgra Foods Enterprise Services, Inc. et al.*, No. BC619893 (state court)
15 and No. 2:16-cv-04422-DSF-JPR (federal), originally filed in the Superior Court of
16 the State of California for the County of Los Angeles, removed to the United States
17 District Court for the Central District of California, and currently pending before
18 Arbitrator Hon. Steven J. Stone.

19 As to the Released Claims only, Plaintiffs expressly waive all rights and
20 benefits under the terms of section 1542 of the California Civil Code. Section 1542
21 reads as follows:

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
23 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
24 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
25 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
26 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
27 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
28 **OR RELEASED PARTY.**

1 Notwithstanding the provisions of section 1542, and for the purpose of
2 implementing a full and complete release, Plaintiffs expressly acknowledge that this
3 Settlement is intended to include in its effect, without limitation, all claims which
4 Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof,
5 and that the Settlement contemplates the extinguishment of all such claims.

6 74. Settlement Administration.

7 a. Within the later of fourteen (14) days of entry of the Preliminary
8 Approval Order or seventy-four (74) days after Plaintiffs file the Motion for
9 Preliminary Approval, Defendants, or a Third-Party Staffing Company, shall provide
10 the Settlement Administrator with the Class Information for purposes of mailing the
11 Notice Packets to Class Members.

12 i. Notice by First Class U.S. Mail. Upon receipt of the Class
13 Information, the Settlement Administrator shall perform a search based on the
14 National Change of Address Database maintained by the United States Postal Service
15 to update and correct any known or identifiable address changes. Within fourteen
16 (14) days after receiving the Class Information from Defendants or a Third-Party
17 Staffing Company as provided herein, the Settlement Administrator shall mail the
18 Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement
19 Administrator shall exercise its best judgment to determine the current mailing
20 address for each Class Member. The address identified by the Settlement
21 Administrator as the current mailing address shall be presumed to be the most current
22 mailing address for each Class Member.

23 ii. Notice by Publication. On or before the date that Notice
24 Packets are mailed to Class Members, the Settlement Administrator shall cause the
25 Publication Notice to be published in English and Spanish-language newspapers of
26 general circulation in San Joaquin and Stanislaus Counties, California in a manner
27 intended to provide the best notice that is practicable under the circumstances for
28 Class Members who worked at the Oakdale facility and who are not included in the

1 Class Information. In addition, notice will be provided by internet publication in the
2 form of Google and Facebook advertisements, or similar internet-based
3 advertisements, which shall notify Class Members of the Settlement and direct them
4 to a website maintained by the Settlement Administrator to obtain additional
5 information regarding the Settlement. With the individual notice by mail described
6 above, the Parties agree that this procedure for notice provides the best notice
7 practicable to Class Members and fully complies with due process.

8 iii. Undeliverable Notice Packets. Any Notice Packet returned
9 to the Settlement Administrator as non-deliverable on or before the Response
10 Deadline shall be re-mailed to the forwarding address affixed thereto. If no
11 forwarding address is provided, the Settlement Administrator shall promptly attempt
12 to determine a correct address by the use of skip-tracing, or other type of automated
13 search, using the name, address, and/or Social Security number of the Class Member
14 involved, and shall then perform a re-mailing to the Class Member whose Notice
15 Packet was returned as non-deliverable, assuming another mailing address is
16 identified by the Settlement Administrator. If a Notice Packet is re-mailed to a Class
17 Member less than ten (10) days prior to the Response Deadline, the Class Member
18 shall have their Response Deadline extended by ten (10) days from the date the
19 Settlement Administrator re-mails the Notice Packet. If these procedures are
20 followed, notice to Class Members shall be deemed to have been fully satisfied, and
21 if the intended recipient of the Notice Packet does not receive the Notice Packet, the
22 intended recipient shall nevertheless remain a Class Member and shall be bound by
23 all terms of the Settlement and the Judgment.

24 iv. Determination of Individual Settlement Payments. The
25 Settlement Administrator shall determine the eligibility for, and the amount of, each
26 Individual Settlement Payment under the terms of this Stipulation. The Settlement
27 Administrator's determination of the eligibility for and amount of each Individual
28 Settlement Payment shall be binding upon the Class Member and the Parties, yet

1 subject to review by Plaintiffs' Counsel, Defense Counsel, and the Court. In the
2 absence of fraud or gross negligence, Defendants' records shall be presumed
3 accurate.

4 v. Disputes Regarding Administration of Settlement. Any
5 dispute not resolved by the Settlement Administrator concerning the administration
6 of the Settlement shall be resolved by the Court. Prior to any such involvement of
7 the Court, counsel for the Parties shall confer in good faith and make use of the
8 services of mediator Mark Rudy, if necessary, to resolve the dispute without the
9 necessity of involving the Court.

10 b. Exclusions. The Class Notice and Publication Notice shall
11 explain that Class Members who wish to exclude themselves from the class and
12 Settlement must submit a Request for Exclusion Form to the Settlement
13 Administrator by the Response Deadline. The Request for Exclusion Form must: (1)
14 contain the name, address, and telephone number of the Class Member requesting
15 exclusion; (2) be signed by the Class Member; and (3) be postmarked by the
16 Response Deadline and returned to the Settlement Administrator at the specified
17 address. Subject to review by Class Counsel, Defense Counsel, and the Court, the
18 date of the postmark on the return mailing envelope on the Request for Exclusion
19 Form shall be the exclusive means used by the Settlement Administrator to determine
20 whether a Class Member has timely requested exclusion from the class and
21 Settlement. Any Class Member who timely and properly requests to be excluded
22 from the class and Settlement shall not be entitled to any benefits under the
23 Settlement and shall not be bound by the terms of the Settlement, nor shall the Class
24 Member have any right to object to the Settlement or appeal from the entry of the
25 Judgment. Class Members who do not submit a valid and timely Request for
26 Exclusion Form on or before the Response Deadline shall be bound by all terms of
27 the Settlement and the Judgment entered in the Actions if the Settlement is finally
28 approved by the Court. No later than ten (10) days after the Response Deadline, the

1 Settlement Administrator shall provide counsel for the Parties a complete list of all
2 Class Members who submitted a timely and valid Request for Exclusion Form.

3 c. Objections. The Class Notice and Publication Notice shall state
4 that Class Members who wish to object to the Settlement must submit a Notice of
5 Objection to the Court by the Response Deadline. A Notice of Objection must (1)
6 state the full name of the Class Member; (2) state the ground(s) for the objection; (3)
7 state whether the Class Member intends to appear at the Final Approval Hearing; (4)
8 be signed by the Class Member; and (5) be mailed to the Court by the Response
9 Deadline. Class Members who do not timely submit a Notice of Objection shall be
10 deemed to have waived any objections and shall be foreclosed from making any
11 objections (whether by appeal or otherwise) to the Settlement. At no time shall any
12 of the Parties, Plaintiffs' Counsel, or Defense Counsel seek to solicit or otherwise
13 encourage or discourage Class Members from objecting to the Settlement or filing an
14 appeal from the Judgment.

15 d. Disputes Regarding Eligibility for an Individual Settlement
16 Payment and/or the Number of Compensable Workweeks. If a Class Member was
17 not included in the Class Information or if a Class Members disagrees with the
18 number of Compensable Workweeks stated on the Information Sheet, the Class
19 Member must send a letter to the Settlement Administrator by the Response Deadline
20 stating the reasons why the Class Member is eligible for an Individual Settlement
21 Payment, the reasons why the Class Member disputes the number of Compensable
22 Workweeks in the Information Sheet, and/or the Class Member's best estimate of the
23 number of Compensable Workweeks for the Class Member and provide any
24 supporting documentation. The Settlement Administrator will evaluate the evidence
25 submitted by the Class Member and make a decision as to the Class Member's
26 eligibility for an Individual Settlement Payment, the number of Compensable
27 Workweeks that should be applied, and/or the Individual Settlement Payment to
28

1 which the Class Member is entitled. The Settlement Administrator's decision shall
2 be final, and not subject to challenge by motion or appeal.

3 e. Monitoring and Reviewing Settlement Administration. The
4 Parties have the right to monitor and review the administration of the Settlement to
5 verify that the monies allocated under the Settlement are distributed in the correct
6 amount, as provided for in this Stipulation.

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

9 75. Right of Defendants to Reject Settlement. If ten percent (10%) or more
10 of the Class Members submit valid Request for Exclusion Forms, Defendants will
11 have the right, but not the obligation, to void the Settlement and the Parties will have
12 no further obligations under the Settlement, including any obligation by Defendants
13 to pay the Maximum Settlement Amount, or any amounts that otherwise would have
14 been owed under this Stipulation, except that Defendants will pay the Settlement
15 Administration Costs incurred as of the date that Defendants exercise their right to
16 void the Settlement. Defendants will notify Class Counsel and the Court whether
17 they are exercising this right to void not later than seven (7) days after the Settlement
18 Administrator notifies the Parties of the number of valid Request for Exclusion
19 Forms it has received.

20 76. Funding and Allocation of Maximum Settlement Amount. No later than
21 fifteen (15) days after the Effective Date, Defendants shall provide to the Settlement
22 Administrator in any feasible manner, including, but not limited to, by way of a wire
23 transfer, the Maximum Settlement Amount. If this Settlement is not finally approved
24 by the Court in full, is terminated, rescinded, or canceled, fails to become effective
25 for any reason, or the Effective Date does not occur, then no portion of the Maximum
26 Settlement Amount shall be paid.

27 a. Individual Settlement Payments. Class Members who are
28 identified in the Class Information shall not be required to submit a claim in order to

1 receive a share of the Net Settlement Amount. Class Members who are not identified
2 in the Class Information shall receive a share of the Net Settlement Amount after
3 submitting sufficient information to the Settlement Administrator for the Settlement
4 Administrator to determine the Class Member's eligibility for an Individual
5 Settlement Payment pursuant to Paragraph 74.d above. No portion of the Maximum
6 Settlement Amount shall revert to Defendants or result in an unpaid residue.
7 Individual Settlement Payments shall be paid by the Settlement Administrator from
8 the Net Settlement Amount pursuant to the formula set forth herein. Individual
9 Settlement Payments shall be mailed by the Settlement Administrator by regular First
10 Class U.S. Mail to each Participating Class Member's last known mailing address
11 within fourteen (14) days after Defendants provide the Settlement Administrator with
12 the Maximum Settlement Amount. Prior to mailing the Individual Settlement
13 Payments, the Settlement Administrator shall perform a search based on the National
14 Change of Address Database maintained by the United States Postal Service to
15 update and correct any known or identifiable address changes.

16 i. Each Participating Class Member's Individual Settlement
17 Payment shall be calculated solely by the Settlement Administrator according to the
18 following formula:

19 (1) Defendants or a Third-Party Staffing Company shall
20 provide the Settlement Administrator with the Compensable Workweeks for each
21 Participating Class Member.

22 (2) Each Participating Class Member shall be allocated
23 two (2) points for each Compensable Workweek during the Certified Class Periods
24 and one (1) point for each Compensable Workweek during the Settlement Class
25 Periods.

26 (3) The value of each individual point will be
27 determined by dividing the Net Settlement Amount by the total points, resulting in
28 the "Point Value."

1 (4) Each Participating Class Member's Individual
2 Settlement Payment will be calculated by multiplying the Participating Class
3 Member's total number of points by the Point Value.

4 (5) In addition, all Aggrieved Employees shall receive a
5 pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees
6 based on the Aggrieved Employee's Compensable Workweeks during the applicable
7 PAGA Period for the Aggrieved Employee.

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

11 iii. Individual Settlement Payments shall be allocated as
12 follows: one-third (1/3) as wages subject to all applicable tax withholdings, one-third
13 (1/3) as non-wage penalties not subject to payroll tax withholdings, and one-third
14 (1/3) as interest not subject to payroll tax withholdings. The Settlement
15 Administrator shall issue an IRS Form W-2 to each Participating Class Member for
16 the portion of each Individual Settlement Payment allocated as wages and subject to
17 all applicable tax withholdings. The Settlement Administrator shall issue IRS Form
18 1099s to each Participating Class Member for the portions of each Individual
19 Settlement Payment allocated as non-wage penalties and as interest and not subject
20 to payroll tax withholdings. The Settlement Administrator shall calculate the amount
21 of the Employer's Share of Payroll Taxes and shall remit and report the applicable
22 portions of the payroll tax payment to Defendants and/or to the appropriate taxing
23 authorities in a timely manner.

24 iv. Each Individual Settlement Payment issued to Class
25 Members in the FLSA Settlement Class check shall contain the following language
26 on the back: "I understand and agree that I am releasing any and all claims described
27 in the Notice of Class Action Settlement and that by cashing this check I am electing
28 to opt into an action under the Fair Labor Standards Act ("FLSA") and to release any

1 and all claims I may have under the FLSA related to the claims that were made or
2 arise out of the facts asserted in this case.”

3 v. Individual Settlement Payment checks shall remain
4 negotiable for one hundred eighty (180) days from the date of mailing. If an
5 Individual Settlement Payment check remains uncashed after one hundred eighty
6 (180) days from issuance, the Settlement Administrator shall distribute the value of
7 the uncashed check to the State Controller’s Office Unclaimed Property Fund in the
8 name of the Participating Class Member. In such event, such Class Members shall
9 nevertheless remain bound by the Settlement.

10 vi. All monies received by Participating Class Members under
11 the Settlement which are attributable to wages shall constitute income to such
12 Participating Class Members solely in the year in which such monies actually are
13 received by the Participating Class Members. It is expressly understood and agreed
14 that the receipt of Individual Settlement Payments shall not entitle any Participating
15 Class Member or Aggrieved Employee to additional compensation or benefits under
16 any collective bargaining agreement or under any bonus, contest, or other
17 compensation or benefit plan or agreement in place during the period covered by the
18 Settlement, nor shall it entitle any Participating Class Member or Aggrieved
19 Employee to any increased pension and/or retirement, or other deferred
20 compensation benefits. It is the intent of the Parties that Individual Settlement
21 Payments provided for in this Stipulation are the sole payments to be made by
22 Defendants to Participating Class Members and Aggrieved Employees in connection
23 with this Settlement, with the exception of Plaintiffs, and that Participating Class
24 Members and Aggrieved Employees are not entitled to any new or additional
25 compensation or benefits as a result of having received the Individual Settlement
26 Payments. Furthermore, the receipt of Individual Settlement Payments by
27 Participating Class Members and Aggrieved Employees shall not, and does not, by
28

1 itself establish any general, special, or joint employment relationship between and
2 among the Participating Class Member(s) and Defendants.

3 b. Class Representative Service Awards. Subject to Court approval,
4 each Plaintiff other than Verduzco and Villar shall be paid a Class Representative
5 Service Award not to exceed Ten Thousand Dollars (\$10,000.00), or any lesser
6 amount as awarded by the Court, for their time and effort in bringing and presenting
7 the Actions and for releasing their Released Claims. Subject to Court approval,
8 Verduzco and Villar shall be paid a Class Representative Service Award not to
9 exceed Five Thousand Dollars (\$5,000.00), or any lesser amount as awarded by the
10 Court, for his time and effort in bringing and presenting the Actions and for releasing
11 his Released Claims. Defendants shall not oppose or object to Plaintiffs' request for
12 Class Representative Service Awards in an amount not to exceed Ten Thousand
13 Dollars (\$10,000.00) for each Plaintiff other than Verduzco and Villar and in an
14 amount not to exceed Five Thousand Dollars (\$5,000.00) each for Verduzco and
15 Villar. The Class Representative Service Awards shall be paid to Plaintiffs from the
16 Maximum Settlement Amount no later than ten (10) days after Defendants provide
17 the Settlement Administrator with the Maximum Settlement Amount. The
18 Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for their
19 respective Class Representative Service Awards. Plaintiffs shall be solely and legally
20 responsible to pay any and all applicable taxes on their Class Representative Service
21 Awards and shall hold harmless Defendants, Plaintiffs' Counsel, and Defense
22 Counsel from any claim or liability for taxes, penalties, or interest arising as a result
23 of payment of the Class Representative Service Awards. The Class Representative
24 Service Awards shall be made in addition to Plaintiffs' Individual Settlement
25 Payments. Any amount requested by Plaintiffs for the Class Representative Service
26 Awards and not awarded by the Court shall become part of the Net Settlement
27 Amount and shall be distributed to Participating Class Members as part of their
28 Individual Settlement Payments.

1 c. Attorneys' Fees and Costs. Subject to Court approval, Plaintiffs'
2 Counsel shall be entitled to receive reasonable attorneys' fees in an amount not to
3 exceed Six Million Dollars (\$6,000,000.00), which equals thirty-three and one-third
4 percent (33 1/3%) of the Maximum Settlement Amount. In addition, subject to Court
5 approval, Plaintiffs' Counsel shall be entitled to an award of reasonable costs
6 associated with Plaintiffs' Counsel's prosecution of the Actions in an amount not to
7 exceed Seven Hundred Thousand Dollars (\$700,000.00). Plaintiffs' Counsel shall
8 provide the Settlement Administrator with properly completed and signed IRS Forms
9 W-9 in order for the Settlement Administrator to process the Attorneys' Fees and
10 Costs approved by the Court. Defendants shall not oppose or object to Plaintiffs'
11 request for an award of attorneys' fees in an amount not to exceed Six Million Dollars
12 (\$6,000,000.00) and request for an award of reasonable costs not to exceed Seven
13 Hundred Thousand Dollars (\$700,000.00). In the event the Court awards Plaintiffs'
14 Counsel less than Six Million Dollars (\$6,000,000.00) in attorneys' fees and/or less
15 than Seven Hundred Thousand Dollars (\$700,000.00) in costs, the difference shall
16 become part of the Net Settlement Amount and shall be distributed to Participating
17 Class Members as part of their Individual Settlement Payments. Plaintiffs' Counsel
18 shall be paid any Court-awarded Attorneys' Fees and Costs no later than ten (10)
19 days after Defendants provide the Settlement Administrator with the Maximum
20 Settlement Amount. Plaintiffs' Counsel shall be solely and legally responsible to pay
21 all applicable taxes on the Attorneys' Fees and Costs. The Settlement Administrator
22 shall issue IRS Forms 1099 to Plaintiffs' Counsel for the Attorneys' Fees and Costs.
23 This Settlement is not conditioned upon the Court awarding Plaintiffs' Counsel any
24 particular amount of attorneys' fees or costs.

25 d. PAGA Payment. Three Hundred Sixty Thousand Dollars
26 (\$360,000.00) from the Maximum Settlement Amount shall be allocated as penalties
27 under PAGA, of which Two Hundred Seventy Thousand Dollars (\$270,000.00) shall
28 be paid by the Settlement Administrator directly to the LWDA. The remaining

1 Ninety Thousand Dollars (\$90,000.00) shall be distributed to Aggrieved Employees
2 as part of their Individual Settlement Payments, as set forth herein.

3 e. Settlement Administration Costs. The Settlement Administration
4 fees and expenses, which are estimated not to exceed Seventy-Five Thousand Dollars
5 (\$75,000.00), shall be paid from the Maximum Settlement Amount. Prior to
6 Plaintiffs filing a motion for final approval of the Settlement, the Settlement
7 Administrator shall provide the Parties with a statement detailing the Settlement
8 Administration Costs to date. The Parties agree to cooperate in the settlement
9 administration process and to make all reasonable efforts to control and minimize
10 Settlement Administration Costs.

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

14 ii. The Settlement Administrator shall keep the Parties timely
15 apprised of the performance of all Settlement Administrator responsibilities required
16 by the Settlement. The Settlement Administrator shall be authorized to establish a
17 QSF pursuant to IRS rules and regulations in which the Maximum Settlement
18 Amount and the Employer's Share of Payroll Taxes shall be placed and from which
19 payments required by the Settlement shall be made. The Settlement Administrator
20 shall establish the QSF no later than fifteen (15) days after the Effective Date.

21 77. Final Settlement Approval Hearing and Entry of Judgment. Following
22 expiration of the Response Deadline, a Final Approval Hearing shall be conducted to
23 determine whether to grant final approval of the Settlement, including determining
24 the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) Class
25 Representative Service Awards; and (iii) the PAGA Payment. Prior to the Final
26 Approval Hearing, the Settlement Administrator shall provide a written report or
27 declaration to the Parties describing the process and results of the administration of
28

1 the Settlement to date, which report or declaration shall be filed by Plaintiffs with the
2 Court prior to the Final Approval Hearing.

3 78. Nullification of Settlement. In the event: (i) the Court does not enter the
4 Preliminary Approval Order; (ii) the Court does not grant final approval the
5 Settlement; (iii) the Court does not enter the Judgment; or (iv) the Settlement does
6 not become final for any other reason, this Stipulation shall be rendered null and void,
7 any order or judgment entered by the Court in furtherance of this Settlement shall be
8 treated as void from the beginning and this Stipulation and any documents related to
9 it shall not be used by any Class Member or Plaintiffs' Counsel to support any claim
10 or request for class certification in the Actions, and shall not be used in any other
11 civil, criminal, or administrative action against Defendants or any of the other
12 Released Parties. If Defendants elect to revoke the Settlement, as specified in
13 Paragraph 75, the Parties and any monies required to be paid under this Settlement
14 shall be returned to their respective statuses as of the date and time immediately prior
15 to the execution of this Stipulation, and the Parties shall proceed in all respects as if
16 this Stipulation had not been executed, except that any Settlement Administration
17 Costs already incurred by the Settlement Administrator shall be paid to the
18 Settlement Administrator by Defendants. In the event an appeal is filed from the
19 order granting final approval or Judgment, or any other appellate review is sought,
20 administration of the Settlement shall be stayed pending final resolution of the appeal
21 or other appellate review. Any fees incurred by the Settlement Administrator prior
22 to it being notified of the filing of an appeal from the Judgment, or any other appellate
23 review, shall be paid by Defendants to the Settlement Administrator.

24 79. Confidentiality. Plaintiffs and Plaintiffs' Counsel shall not hold any
25 press conferences or issue any press releases with respect to this matter at any time.
26 Until the Parties submit a request for preliminary approval of the Settlement to the
27 Court, Plaintiffs and Plaintiffs' Counsel will keep the terms of this Stipulation
28 confidential. Prior to preliminary approval of the Settlement, Plaintiffs and

1 Plaintiffs' Counsel will not discuss the Actions or the Settlement or otherwise
2 disclose the terms of this Stipulation with third parties, other than the Parties' tax
3 advisors, or except as necessary to effectuate the terms of this Stipulation. After final
4 approval of the Settlement, the Parties, Plaintiffs' Counsel, and Defense Counsel
5 shall not issue any public statements with respect to the Actions or the Settlement,
6 except as required by law.

7 80. No Admission by Defendants. Defendants deny all claims alleged in
8 the Actions and deny all wrongdoing whatsoever by Defendants. Neither this
9 Stipulation, nor any of its terms and conditions, nor any of the negotiations connected
10 with it, is a concession or admission, and none shall be used against Defendants as
11 an admission or indication with respect to any claim of any fault, concession, or
12 omission by Defendants or that class certification is proper under the standard applied
13 to contested certification motions. The Parties stipulate and agree to the certification
14 of the proposed class for settlement purposes only (separate from, and independently
15 of, the previous certification granted in the case). The Parties further agree that this
16 Stipulation shall not be admissible in this or any other proceeding as evidence that
17 either (i) a class action should be certified or (ii) Defendants are liable to Plaintiffs
18 or any Class Member, other than according to the terms of this Stipulation.

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

24 82. Amendment or Modification. This Stipulation may be amended or
25 modified only by a written instrument signed by Class Counsel and Defense Counsel
26 or their successors-in-interest.

27 83. Entire Agreement. This Stipulation and any attached exhibits constitute
28 the entire agreement between the Parties, and no oral or written representations,

warranties, or inducements have been made to Plaintiffs or Defendants concerning this Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in this Stipulation and its exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

84. Authorization to Enter into Settlement Agreement. Plaintiffs' Counsel and Defense Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents required to effectuate the terms of this Stipulation. The Parties, Plaintiffs' Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court and/or mediator Mark Rudy to resolve such disagreement. The person(s) signing this Stipulation on behalf of Defendants represents and warrants that they are authorized to sign this Stipulation on behalf of Defendants. Plaintiffs represent and warrant that they are authorized to sign this Stipulation and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same shall not be construed against any of the Parties.

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

86. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of

1 California, without giving effect to any law that would cause the laws of any
2 jurisdiction other than the State of California to be applied.

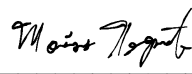
3 87. Counterparts. This Stipulation may be executed in one or more
4 counterparts. All executed counterparts and each of them shall be deemed to be one
5 and the same instrument.

6 88. Jurisdiction of the Court. Following entry of the Judgment, the Court
7 shall retain jurisdiction with respect to the interpretation, implementation, and
8 enforcement of the terms of this Stipulation and all orders and judgments entered in
9 connection therewith, and the Parties, Plaintiffs' Counsel, and Defense Counsel
10 submit to the jurisdiction of the Court for purposes of interpreting, implementing,
11 and enforcing the Settlement embodied in this Stipulation and all orders and
12 judgments entered in connection therewith.

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

17 90. Binding Nature of Notice of Class Action Settlement. It is agreed that
18 because the Class Members are so numerous, it is impossible or impractical to have
19 each Class Member execute the Stipulation. The Class Notice and Publication Notice
20 shall advise all Class Members of the binding nature of the Settlement and the release
21 of Released Claims and shall have the same force and effect as if this Stipulation
22 were executed by each Participating Class Member.

23
24 Dated: 11/11/2020, 2020



Plaintiff Moises Negrete

25
26
27 Dated: 11/11/2020, 2020



Plaintiff Steven Anderson

1 Dated: 11/11/2020, 2020



Plaintiff Felicia Avila

2
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4
5 Dated: _____, 2020

As Heir to Plaintiff Richard Cruse

6
7
8 Dated: _____, 2020

Plaintiff Abraham Ibarra

9
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11 Dated: 11/10/2020, 2020



Plaintiff Ruben Maldonado

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15 Dated: _____, 2020

Plaintiff Jordyn Njoroge

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18 Dated: 11/10/2020, 2020



Plaintiff Anita del Rosario Patriz

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21 Dated: 11/11/2020, 2020



Plaintiff Frank Perez

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24
25 Dated: 11/11/2020, 2020

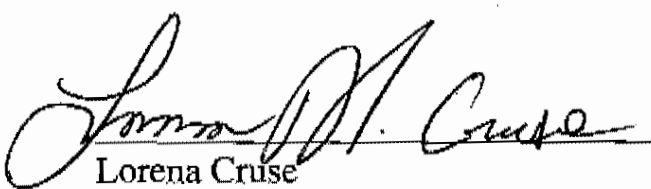


Plaintiff Justin Soto

1 Dated: _____, 2020

2 Plaintiff Felicia Avila

3
4 Dated: November 11, 2020

5 
6 Lorena Cruse

7 As Heir to Plaintiff Richard Cruse

8 Dated: _____, 2020

9 Plaintiff Abraham Ibarra

10
11 Dated: _____, 2020

12 Plaintiff Ruben Maldonado

13
14 Dated: _____, 2020

15 Plaintiff Jordyn Njoroge

16
17 Dated: _____, 2020

18 Plaintiff Anita del Rosario Patriz

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20 Dated: _____, 2020

21 Plaintiff Frank Perez

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23 Dated: _____, 2020

24 Plaintiff Justin Soto

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Dated: _____, 2020

Plaintiff Felicia Avila

Dated: _____, 2020

Lorena Cruse
As Heir to Plaintiff Richard Cruse

Dated: 11-11, 2020


Plaintiff Abraham Ibarra

Dated: _____, 2020

Plaintiff Ruben Maldonado

Dated: _____, 2020

Plaintiff Jordyn Njoroge

Dated: _____, 2020

Plaintiff Anita del Rosario Patriz

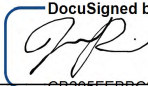
Dated: _____, 2020

Plaintiff Frank Perez

Dated: _____, 2020

Plaintiff Justin Soto

1	Dated: _____, 2020	_____
2		Plaintiff Felicia Avila
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6		As Heir to Plaintiff Richard Cruse
7		
8	Dated: _____, 2020	_____
9		Plaintiff Abraham Ibarra
10		
11	Dated: _____, 2020	_____
12		Plaintiff Ruben Maldonado
13		
14		
15	Dated: 11/12/2020, 2020	_____
16		Plaintiff Jordyn Njoroge
17		
18	Dated: _____, 2020	_____
19		Plaintiff Anita del Rosario Patriz
20		
21	Dated: _____, 2020	_____
22		Plaintiff Frank Perez
23		
24		
25	Dated: _____, 2020	_____
26		Plaintiff Justin Soto
27		
28		

DocuSigned by:

 CB205FEBBC3C436...

1 Dated: _____, 2020

Plaintiff Arturo Verduzco

2
3
4 Dated: _____, 2020

Plaintiff Valentin Villar

5
6
7 Dated: 11/11/2020, 2020

Felix Villela

Plaintiff Felix Villela

8
9
10 Dated: _____, 2020

Defendant Conagra Brands, Inc. f/k/a
ConAgra Foods, Inc.

11
12
13 By: [Name]
[Title]

14
15
16 Dated: _____, 2020

Defendant TreeHouse Private Brands, Inc.
f/k/a Ralcorp Holdings, Inc.

17
18
19 By: [Name]
[Title]

20
21
22 Dated: _____, 2020

Defendant ConAgra Foods Packaged Foods,
LLC

23
24
25 By: [Name]
[Title]

1 Dated: _____, 2020

Plaintiff Arturo Verduzco

2
3
4 Dated: **Nov 14, 2020**, 2020

Plaintiff Valentin Villar

5
6
7 Dated: _____, 2020

Plaintiff Felix Villela

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9
10 Dated: _____, 2020

Defendant Conagra Brands, Inc. f/k/a
ConAgra Foods, Inc.

13 By: [Name]
14 [Title]

15
16
17 Dated: _____, 2020

Defendant TreeHouse Private Brands, Inc.
f/k/a Ralcorp Holdings, Inc.

19 By: [Name]
20 [Title]

21
22
23 Dated: _____, 2020

Defendant ConAgra Foods Packaged Foods,
LLC

25 By: [Name]
26 [Title]

1 Dated: 11-11, 2020


Plaintiff Arturo Verduzco

2
3
4 Dated: _____, 2020

Plaintiff Valentin Villar

5
6
7 Dated: _____, 2020

Plaintiff Felix Villela

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11 Dated: _____, 2020

Defendant Conagra Brands, Inc. f/k/a
ConAgra Foods, Inc.

12
13 By: [Name]
14 [Title]

15
16
17 Dated: _____, 2020

Defendant TreeHouse Private Brands, Inc.
f/k/a Ralcorp Holdings, Inc.

18
19 By: [Name]
20 [Title]

21
22
23 Dated: _____, 2020

Defendant ConAgra Foods Packaged Foods,
LLC

24
25 By: [Name]
26 [Title]

27
28

1 Dated: _____, 2020

Plaintiff Arturo Verduzco

2
3
4 Dated: _____, 2020

Plaintiff Valentin Villar

5
6
7 Dated: _____, 2020

Plaintiff Felix Villela

8
9
10 Dated: November 16, 2020


Defendant Conagra Brands, Inc. f/k/a
ConAgra Foods, Inc.

13 By: Carey Bartell
14 Vice President & Chief Counsel, Conagra
15 Brands, Inc.

16
17 Dated: Nov. 16, 2020


Defendant TreeHouse Private Brands, Inc.
f/k/a Ralcorp Holdings, Inc.

20 By: Scott Gross
21 Vice President & Chief Employment
22 Counsel, TreeHouse Foods, Inc.

23 Dated: November 16, 2020


Defendant ConAgra Foods Packaged Foods,
25 LLC

26 By: Carey Bartell
27 Vice President & Chief Counsel, Conagra
28 Brands, Inc.

1 Approved as to form and content:

2 Dated: 11/13, 2020

MATERN LAW GROUP, PC

3
4 By:


MATTHEW J. MATERN
LAUNA ADOPLH
DEANNA S. LEIFER

7 Attorneys for MOISES NEGRETE,
8 STEVEN ANDERSON, FELICIA AVILA,
9 RUBEN MALDONADO, ANITA DEL
10 ROSARIO PATRIZ, FRANK PEREZ,
11 JUSTIN SOTO, and FELIX VILLELA and
12 the CLASS MEMBERS

13 Dated: , 2020

RASTEGAR LAW GROUP, APC

14 By:

FARZAD RASTEGAR
DOUGLAS PERLMAN

15 Attorneys for Plaintiff VALENTIN VILLAR
16 and the CLASS MEMBERS

17 Dated: , 2020

SETAREH LAW GROUP

18 By:

20 SHAUN SETAREH
21 WILLIAM M. PAO

22 Attorneys for Plaintiff JORDYN NJOROGÉ

23 Dated: , 2020

THE DOWNEY LAW FIRM, LLC

24 By:

26 PHILIP A. DOWNEY

27 Attorneys for Plaintiffs RICHARD
28 CRUSE, ABRAHAM IBARRA, and
ARTURO VERDUZCO

1 Approved as to form and content:

2
3 Dated: _____, 2020

MATERN LAW GROUP, PC

4
5 By:

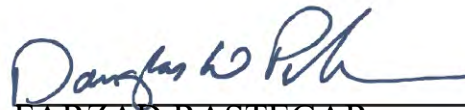
6 MATTHEW J. MATERN
7 LAUNA ADOPLH
8 DEANNA S. LEIFER

9 Attorneys for MOISES NEGRETE,
10 STEVEN ANDERSON, FELICIA AVILA,
11 RUBEN MALDONADO, ANITA DEL
12 ROSARIO PATRIZ, FRANK PEREZ,
13 JUSTIN SOTO, and FELIX VILLELA and
14 the CLASS MEMBERS

11 Dated: November 13, 2020

RASTEGAR LAW GROUP, APC

12
13 By:

14 
15 FARZAD RASTEGAR
16 DOUGLAS PERLMAN

17 Attorneys for Plaintiff VALENTIN VILLAR
18 and the CLASS MEMBERS

17 Dated: _____, 2020

SETAREH LAW GROUP

18
19 By:

20 SHAUN SETAREH
21 WILLIAM M. PAO

22 Attorneys for Plaintiff JORDYN NJORGE

23 Dated: _____, 2020

THE DOWNEY LAW FIRM, LLC

24
25 By:

26 PHILIP A. DOWNEY

27 Attorneys for Plaintiffs RICHARD
28 CRUSE, ABRAHAM IBARRA, and
ARTURO VERDUZCO

1 Approved as to form and content:

2 Dated: _____, 2020

MATERN LAW GROUP, PC

5 By:

6 MATTHEW J. MATERN
 7 LAUNA ADOPLH
 8 DEANNA S. LEIFER

9 Attorneys for MOISES NEGRETE,
 10 STEVEN ANDERSON, FELICIA AVILA,
 11 RUBEN MALDONADO, ANITA DEL
 12 ROSARIO PATRIZ, FRANK PEREZ,
 13 JUSTIN SOTO, and FELIX VILLELA and
 14 the CLASS MEMBERS

11 Dated: _____, 2020

RASTEGAR LAW GROUP, APC

13 By:

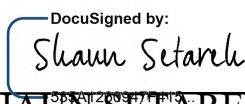
14 FARZAD RASTEGAR
 15 DOUGLAS PERLMAN

16 Attorneys for Plaintiff VALENTIN VILLAR
 17 and the CLASS MEMBERS

17 Dated: 11/13/2020, 2020

SETAREH LAW GROUP

19 By:

20 
 21 SHAUN SETAREH
 22 WILLIAM M. PAO

23 Attorneys for Plaintiff JORDYN NJOROGÉ

23 Dated: _____, 2020

THE DOWNEY LAW FIRM, LLC

26 By:

27 PHILIP A. DOWNEY

28 Attorneys for Plaintiffs RICHARD
 CRUSE, ABRAHAM IBARRA, and
 ARTURO VERDUZCO

1 Approved as to form and content:

2
3 Dated: _____, 2020

MATERN LAW GROUP, PC

4
5 By:

**MATTHEW J. MATERN
LAUNA ADOPLH
DEANNA S. LEIFER**

6
7 Attorneys for MOISES NEGRETE,
8 STEVEN ANDERSON, FELICIA AVILA,
9 RUBEN MALDONADO, ANITA DEL
10 ROSARIO PATRIZ, FRANK PEREZ,
JUSTIN SOTO, and FELIX VILLELA and
the CLASS MEMBERS

11 Dated: _____, 2020

RASTEGAR LAW GROUP, APC

12
13 By:

**FARZAD RASTEGAR
DOUGLAS PERLMAN**

14
15 Attorneys for Plaintiff VALENTIN VILLAR
16 and the CLASS MEMBERS

17 Dated: _____, 2020

SETAREH LAW GROUP

18
19 By:

**SHAUN SETAREH
WILLIAM M. PAO**

20
21 Attorneys for Plaintiff JORDYN NJORGE

22
23 Dated: Nov 11/14, 2020

THE DOWNEY LAW FIRM, LLC

24
25 By:

PHILIP A. DOWNEY

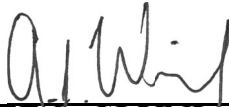
26
27 Attorneys for Plaintiffs RICHARD
28 CRUSE, ABRAHAM IBARRA, and
ARTURO VERDUZCO

CRUSE, ABRAHAM IBARRA, and
ARTURO VERDUZCO

Dated: November 16, 2020

HUSCH BLACKWELL LLP

By:



JOSEF S. GLYNIAS
ANDREW J. WEISSLER
SCOTT D. MEYERS
KATE E. JUVINALL

Attorneys for Defendants CONAGRA
BRANDS, INC. (f/k/a CONAGRA
FOODS, INC.), TREEHOUSE PRIVATE
BRANDS, INC. (f/k/a RALCORP
HOLDINGS, INC.), and CONAGRA
FOODS PACKAGED FOODS, INC.

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT
Negrete, et al., v. ConAgra Foods, Inc., et al.
United States District Court, Central District of California
Case No. 2:16-cv-631-FMO-AJW

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

If you were employed by ConAgra Foods, Inc., Ralcorp Holdings, Inc. (now a subsidiary of TreeHouse Foods, Inc.), or ConAgra Foods Packaged Foods, LLC (collectively, “Defendants”), either directly or through a Third-Party Staffing Company, as a non-exempt employee at Defendants’ facilities in Azusa, Colton, Fresno, Helm, Lodi, Oakdale, or Visalia, California since October 20, 2011, this class action settlement may affect your rights.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the consolidated class action lawsuits entitled *Moises Negrete v. ConAgra Foods, Inc., et al.*, Case No. 2:16-cv-631-FMO-AJW, *Valentin Villar v. ConAgra Foods, Inc.*, Case No. 2:16-cv-02801 FMO-AJW, *Jordyn Njoroge v. ConAgra Foods, Inc., et al.*, Case No. 2:16-cv-08069-FMO-AJW, *Stephen Anderson, et al. v. ConAgra Foods, Inc.*, Case No. 5:16-cv-02219-FMO-AJW, and *Jesse Alvarez, et al. v. ConAgra Brands, Inc., et al.*, Case No. 2:17-cv-03141-FMO-AJW (collectively, the “Actions”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Actions, and to inform you of your rights and options in connection with the Actions and the proposed Settlement. The proposed Settlement will resolve all claims in the Actions.

A hearing concerning the Settlement (the “Settlement Hearing”) will be held before the Hon. Fernando M. Olguin on [REDACTED], 2021 at [REDACTED] in Courtroom 6D of the United States District Court for the Central District of California, located at 350 W. 1st Street, Los Angeles, California 90012, to determine whether the Settlement is fair, adequate and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Class and will receive an Individual Settlement Payment, as explained more fully below. You will also give up the right to pursue a separate legal action against Defendants and affiliated persons and entities, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against Defendants about the claims in this lawsuit. If you choose to do so, you must exclude yourself from the Settlement by completing the enclosed Request for Exclusion Form. As a result, you will not receive any benefits under the Settlement.
OBJECT	To object to the Settlement, you must submit a written statement explaining why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes, the following class (the “Class”):

All non-exempt employees, including regular, seasonal, contracted, and temporary employees, who worked at facilities owned and operated by Defendants in Azusa, Colton, Fresno, Helm, Lodi, Oakdale, and Visalia, California at any time during the following Class Periods:

- For the Azusa facility, October 23, 2012 to March 17, 2017.
- For the Colton Facility, October 20, 2011 to June 13, 2014.
- For the Fresno facility, October 20, 2011 to May 19, 2017.
- For the Helm Facility, October 20, 2011 to September 2, 2016.
- For the Lodi facility, October 20, 2011 to April 17, 2020.
- For the Oakdale facility, October 20, 2011 to [the date 60 days after Plaintiffs file the Motion for Preliminary Approval].
- For the Visalia facility, October 20, 2011 to February 28, 2019.

According to Defendants’ records, you are a member of the Class (“Class Member”).

What is this case about?

In the Actions, plaintiffs Moises Negrete, Steven Anderson, Felicia Avila, Richard Cruse, Abraham Ibarra, Ruben Maldonado, Jordyn Njoroge, Anita del Rosario Patriz, Frank Perez, Justin Soto, Arturo Verduzco, Valentin Villar, and Felix Villela (collectively, “Plaintiffs”) allege on behalf of themselves and the Class the following claims against Defendants: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized wage statements; (7) failure to maintain required records; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) failure to pay reporting time pay; (10) unfair and unlawful business practices; (11) penalties under the Labor Code Private Attorneys General Act (“PAGA”), as a representative action; (12) conversion; and (13) violation of the Fair Labor Standards Act. On March 29, 2019, the Court granted class certification and ruled that the Actions may be maintained as a class action on behalf of non-exempt employees at the Azusa, Colton, Fresno, Helm, Lodi, Oakdale, and Visalia facilities. Plaintiffs seek unpaid wages, statutory penalties, restitution, interest, attorneys’ fees, and costs.

Defendants deny all liability and are confident they have strong legal and factual defenses to Plaintiffs’ claims.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiffs and Defendants (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe the Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendants’ defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Actions are:

Class Counsel

Matthew J. Matern
Launa Adolph
Deanna S. Leifer
MATERN LAW GROUP, PC
1230 Rosecrans Ave., Suite 200
Manhattan Beach, California 90266
310-531-1900

Farzad Rastegar
Douglas W. Perlman
RASTEGAR LAW GROUP, APC
22760 Hawthorne Boulevard, Suite 200
Torrance, California 90505
310-961-9600

Defendants' Counsel

Josef S. Glynias
Andrew J. Weissler
Scott D. Meyers
HUSCH BLACKWELL LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
314-480-1500

Kate E. Juvinall
HUSCH BLACKWELL LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
816-983-8361

What are the Settlement terms?

Subject to final Court approval, Defendants will pay \$18,000,000.00 (the "Maximum Settlement Amount") for: (a) Individual Settlement Payments to Class Members who do not request to be excluded from the Settlement ("Participating Class Members"); (b) the Court-approved Service Awards to Plaintiffs; (c) the Court-approved attorneys' fees and costs to Plaintiffs' Counsel; (d) the costs of administering the Settlement; and (e) PAGA penalties to be paid to the State of California Labor and Workforce Development Agency ("LWDA") and non-exempt employees who worked for Defendants during the PAGA Periods ("Aggrieved Employees").

Individual Settlement Payments. After deduction from the Maximum Settlement Amount for the Service Awards to Plaintiffs, Plaintiffs' Counsel's attorneys' fees and costs, the costs of administering the Settlement, and the PAGA payment, there will be a Net Settlement Amount. From the Net Settlement Amount, each Participating Class Member will receive an Individual Settlement Payment. The Net Settlement Amount shall be divided pro rata among all Participating Class Members based on the following formula.

Defendants or a Third-Party Staffing Agency shall provide the Settlement Administrator with the Compensable Workweeks for each Participating Class Member. Each Participating Class Member shall be allocated two points for each Compensable Workweek during the following Certified Class Periods:

- For the Azusa facility, October 23, 2012 to January 31, 2016.
- For the Colton Facility, October 20, 2011 to June 13, 2014.
- For the Fresno facility, October 20, 2011 to May 19, 2017.
- For the Helm Facility, October 20, 2011 to September 2, 2016.
- For the Lodi facility, October 20, 2011 to January 31, 2016.
- For the Oakdale facility, October 20, 2011 to March 29, 2019.
- For the Visalia facility, October 20, 2011 to January 31, 2016.

Each Participating Class Member shall be allocated one point for each Compensable Workweek during the following Settlement Class Periods.

- For the Azusa facility, February 1, 2016 to March 17, 2017.
- For the Lodi facility, February 1, 2016 to April 17, 2020.
- For the Oakdale facility, March 30, 2019 to [the date 60 days after Plaintiffs file the Motion for Preliminary Approval].

- For the Visalia facility, February 1, 2016 to February 28, 2019.

The value of each individual point will be determined by dividing the Net Settlement Amount by the total points, resulting in the “Point Value.” Each Participating Class Member’s Individual Settlement Payment will be calculated by multiplying the Participating Class Member’s total number of points by the Point Value.

In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks during the following PAGA Periods:

- For the Azusa facility, August 16, 2014 to March 17, 2017.
- For the Fresno facility, August 16, 2014 to May 19, 2017.
- For the Helm Facility, August 16, 2014 to September 2, 2016.
- For the Lodi facility, August 16, 2014 to April 17, 2020.
- For the Oakdale facility, August 16, 2014 to [the date 60 days after Plaintiffs file the Motion for Preliminary Approval].
- For the Visalia facility, August 16, 2014 to February 28, 2019.

Your estimated Individual Settlement Payment is listed on the Information Sheet enclosed in this Notice Packet.

If a settlement check remains uncashed after 180 days from issuance, the Settlement Administrator shall distribute the value of the uncashed check to the State Controller’s Office Unclaimed Property Fund in the name of the Participating Class Member. In such event, such Class Members shall nevertheless remain bound by the Settlement and all Court orders.

For tax reporting purposes, the payments to Participating Class Members will be allocated 1/3 as wages and 1/3 as non-wage penalties not subject to payroll tax withholdings, and 1/3 as interest not subject to payroll tax withholdings. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Class Members should consult their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Plaintiffs’ Counsel Attorneys’ Fees and Costs, Service Awards, Settlement Administration Costs and PAGA Payment. Plaintiffs’ Counsel will ask the Court to award attorneys’ fees up to \$6,000,000.00 (33 1/3% of the Maximum Settlement Amount) and reimbursement of actual and reasonable costs incurred in the Actions not to exceed \$700,000.00. In addition, Plaintiffs’ Counsel will ask the Court to authorize a Service Award payment of up to \$10,000.00 each to Plaintiffs, for a total of \$130,000.00, for their efforts in prosecuting the Actions on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$75,000.00. In addition, \$360,000.00 will be allocated to penalties under PAGA, of which 75%, or \$270,000.00, will be paid to the LWDA, and the remaining 25%, or \$90,000.00, will be distributed to Aggrieved Employees, as set forth above. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Participating Class Members.

What claims are being released by the proposed Settlement?

Release by Participating Class Members. Upon the settlement becoming final (“Effective Date”) all Participating Class Members shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative complaint filed in

the Actions and arising at any time during the respective Class Period, including claims for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized wage statements; (7) failure to maintain required records; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) failure to pay reporting time pay; (10) unfair and unlawful business practices; and (11) conversion.

Release by FLSA Settlement Class Members. All Participating Class Members who cash their Individual Settlement Payment checks will be deemed to have given their consent to “opt in” as a party plaintiff in this action pursuant to the Fair Labor Standards Act (“FLSA”) and to have waived and released the Released Parties of any claims they may have under the FLSA as related to the claims that were made or arise out of the facts asserted in the Actions.

Release by Aggrieved Employees. In addition, upon the Effective Date, all Aggrieved Employees shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and arising at any time during the respective PAGA Period.

The “Released Parties” are Defendants and their respective present or former parents, owners, subsidiaries and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys and agents, and any other successors, assigns, insurers, or legal representatives.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class, you consent to the release of claims as described above.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of objecting to the Settlement.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you may object to it. To object, you must submit a written brief or statement of objection (“Notice of Objection”) to the Court at the following address:

The Honorable Fernando M. Olguin
United States District Court, Central District of California
First Street Courthouse
350 W. 1st Street, Courtroom 6D
Los Angeles, CA 90012
Re: Negrete v. ConAgra Settlement

The Notice of Objection must: (1) state your full name; (2) state the ground(s) for the objection; (3) state whether you intend to appear at the Settlement Hearing; (4) be signed by you; and (5) be postmarked on or before [REDACTED], 2021 and mailed to the Court at the address listed above. You can also hire an attorney to represent you in your objection. Any Class Member who does not object in writing shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. If You Do Not Want to Be Bound By the Settlement. If you do not want to be part of the Settlement, you must complete the Request for Exclusion Form that is included in this Notice Packet. In order to be valid, the Request for Exclusion Form must (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) be signed by you; and (3) be postmarked on or before [REDACTED], 2021 and returned to the Settlement Administrator at the following address:

Negrete v. ConAgra Settlement
P.O. Box [REDACTED]
[City], [State] [Zip]

If you do not submit a valid Request for Exclusion Form, you will be deemed a Participating Class Member and you will be bound by the release of claims described above and all other terms of the Settlement. If you submit a valid Request for Exclusion Form, you will have no further role in the Actions, and you will not be entitled to any benefit as a result of the Actions and Settlement and will not be entitled to or permitted to object to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Settlement Hearing regarding the fairness, reasonableness, and adequacy of the proposed Settlement, the plan of distribution, and Plaintiffs' request for Service Awards to Plaintiffs and attorneys' fees and costs to Plaintiffs' Counsel on [REDACTED], 2021 at [REDACTED] in Courtroom 6D of the United States District Court for the Central District of California, located at 350 W. 1st Street, Los Angeles, California 90012. The Settlement Hearing may be continued without further notice to Class Members. You are not required to attend the Settlement Hearing to receive an Individual Settlement Payment.

How can I get additional information?

This Notice summarizes the Actions and the basic terms of the Settlement. More details are in the Settlement Agreement. You may also request a copy of the Settlement Agreement from Class Counsel, at the address and telephone number listed above. If you have questions regarding the Settlement, you may contact the Settlement Administrator at 1-XXX-XXXX or visit www.NegreteClassAction.com.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT.

EXHIBIT 2

INFORMATION SHEET

Negrete, et al., v. ConAgra Foods, Inc., et al.
United States District Court, Central District of California
Case No. 2:16-cv-631-FMO-AJW

Calculation of Individual Settlement Payments: As set forth on pages 3-4 of the enclosed Class Notice, each Participating Class Member's share of the Settlement will be calculated based upon his or her "Compensable Workweeks," or the total number of weeks he or she worked for ConAgra Foods, Inc., Ralcorp Holdings, Inc. (now a subsidiary of TreeHouse Foods, Inc.), or ConAgra Foods Packaged Foods, LLC (collectively, "Defendants") as a non-exempt employee at Defendants' facilities in Azusa, Colton, Fresno, Helm, Lodi, Oakdale, or Visalia, California at any time during the Class Periods. Each Participating Class Member will be allocated two points for each Compensable Workweek during the Certified Class Periods and one point for each Compensable Workweek during the Settlement Class Periods. The value of each individual point will be determined by dividing the Net Settlement Amount by the total points, resulting in the "Point Value." Each Participating Class Member's Individual Settlement Payment will be calculated by multiplying the Participating Class Member's total number of points by the Point Value. In addition, all Aggrieved Employees will receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks during the PAGA Period.

Your Compensable Workweeks and Estimated Individual Settlement Payment: According to Defendants' records, your Compensable Workweeks are as follows:

Compensable Workweeks during Certified Class Period	<<CompWWCertCP>>
Compensable Workweeks during Settlement Class Period	<<CompWWSettCP>>
Compensable Workweeks during PAGA Period	<<CompWWPAGA>>

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

Procedure for Disputing Information: If you disagree with the number of Compensable Workweeks stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of Compensable Workweeks and provide any supporting documentation that you have, such as paystubs. The information you provide should include the estimated number of weeks you claim you worked for Defendants as a non-exempt employee in Azusa, Colton, Fresno, Helm, Lodi, Oakdale, or Visalia, California during the Class Period. Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline].

Negrete v. ConAgra Settlement

[Address]

[City, State Zip]

[Telephone Number]

If you dispute the number of Compensable Workweeks stated above, the Settlement Administrator will evaluate any evidence submitted by you and will make the final decision as to the number of Compensable Workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled.

EXHIBIT 3

Negrete, et al., v. ConAgra Foods, Inc., et al.
United States District Court, Central District of California
Case No. 2:16-cv-631-FMO-AJW

REQUEST FOR EXCLUSION FORM

I have read the Notice of Class Action Settlement and wish to be excluded from the Settlement. I understand that by requesting to be excluded, I will not receive any money or benefits from the Settlement in this case.

Full Name (printed): _____

Last 4 Digits of Social Security Number: _____
(for identification only)

Phone Number: _____

Address: _____
Street Address

City State Zip

Signature: _____

Date: _____

If you want to exclude yourself from the Settlement, you must complete and return this form by mail to:

Negrete v. ConAgra Settlement
Address
City, State Zip

Your exclusion request must be postmarked no later than **[Response Deadline]**.

**COMPLETE THIS FORM ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THIS
CLASS ACTION SETTLEMENT.**

EXHIBIT 4

Negrete, et al., v. ConAgra Foods, Inc., et al.

NOTICE OF CLASS ACTION SETTLEMENT

If you worked for ConAgra Foods, Inc., Ralcorp Holdings, Inc. (now a subsidiary of TreeHouse Foods, Inc.), or ConAgra Foods Packaged Foods, LLC (“Defendants”), either directly or through a Third-Party Staffing Company, as a non-exempt employee at Defendants’ facilities in Azusa, Colton, Fresno, Helm, Lodi, Oakdale, or Visalia, California since October 20, 2011, you may be a class member and entitled to receive a payment from the Maximum Settlement Amount of \$18,000,000.00 and your rights may be affected by the release of claims in this case. For more information, please contact the settlement administrator Simpluris, Inc. by calling 1-XXX-XXXX or by visiting the website www.NegreteClassAction.com. If you want to exclude yourself, object to, or receive payment from the settlement, you must contact Simpluris no later than (Response Deadline).