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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

TRAVIS HUDSON, an individual, on behalf of himself and all others similarly situated and on behalf of the State of California and all similarly-aggrieved employees, Plaintiff, vs. GRUMA CORPORATION, a Nevada corporation, d/b/a MISSION FOODS; and DOES 1 through 100, inclusive, Defendants.	Case No.: 25CU054716C *Assigned for all purposes to:* Hon. Judy S. Bae, Dept. C-62 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** **Date**: October 16, 2026 **Time**: 9:10 a.m. **Location**: Dept. C-62 **Complaint Filed**: October 10, 2025 **Trial Date**: Not Set

WHEREAS, Plaintiff Travis Hudson ("Plaintiff") has applied to this Court to this Court for an order preliminarily approving the settlement of the class claims in this action in accordance with a Settlement Agreement, which, together with the exhibits thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the class claims in this pending action with prejudice upon the terms and conditions set forth therein; and

WHEREAS, the Court read and considered Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the Settlement Agreement, and the Exhibits and declarations attached thereto.

/ / /

NOW THEREFORE IT IS HEREBY ORDERED:

The Court grants preliminary approval of the settlement as set forth in the Settlement Agreement[1], attached hereto as **Exhibit 1**, and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at the final Fairness Hearing. For purposes of the settlement, the Court finds that the proposed settlement class is ascertainable and that there is a sufficiently well-defined community of interest among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following "Class" defined as follows: "all individuals or entities during the Class Period that signed and/or were signatories to one or more Distributor Agreement (or similar styled document) with Gruma for the distribution of Products within California, in addition to their owners, proprietors, partners and/or members."

1. For purposes of the settlement, the Court further designates named Plaintiff Travis Hudson as Class Representative, and the law firm of Nicholas and Tomasevic, LLP ("N&T") as Class Counsel.

2. The Court appoints Atticus Administration as the Settlement Administrator.

3. A final fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class is scheduled in Department C-62 of this Court at 330 W. Broadway, San Diego, California, on _____, [2026] / [2027] at 9:10 a.m.

4. At the final fairness hearing, the Court will consider: (a) whether the settlement should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting approval of the settlement should be entered; and (c) whether Plaintiff's application for an award of attorneys' fees, reimbursement of litigation expenses, and class representative enhancement should be granted.

5. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval by no later than _____, [2026] / [2027].

[1] All defined terms herein, unless otherwise defined, have the same meaning as used in the Settlement Agreement.

6. The Court approves, as to form and content, the Notice of Settlement, which is attached to the Settlement Agreement as **Exhibit A** ("Notice"). The Court finds that the form of Notice to the Settlement Class regarding the pendency of the action and of this settlement, and the methods of giving notice to members of the Settlement Class. These forms and methods constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Settlement Class. They comply fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

7. Court directs administration of the settlement, including mailing of the Notice to the members of the Settlement Class as described and in the timeline set forth in the Settlement Agreement.

8. The Court further approves the procedures for Class Members to participate in, opt out of, or object to the Settlement, as set forth in the Settlement Agreement and Notice.

9. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

10. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

11. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Last day for defendant to provide class member data for preparation of the Notice.	Within fifteen (15) business days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	Within fourteen (14) calendar days of the deadline for Defendant to provide Atticus with the class data

Event	Timing
Response Deadline to dispute compensable gross sales, opt out of or object to settlement	Within thirty (60) calendar days of mailing or re-mailing of Notice of Settlement
Deadline for settlement administrator to provide counsel with Declaration of Compliance and report regarding notice and exclusion process	Not later than fourteen (14) calendar days after the deadline to respond to the Notice of Settlement
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	_____, [2026] / [2027] at 9:10 a.m.

12. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Settlement Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

Dated: _____, 2026

_____
Hon. Judy S. Bae
Judge of the Superior Court

EXHIBIT 1

NICHOLAS & TOMASEVIC, LLP
Craig Nicholas (SBN 178444)
Alex Tomasevic (SBN 245598)
Shaun Markley (SBN 291785)
Jordan Belcastro (SBN 339570)
225 Broadway, 19th Floor
San Diego, California 92101
Tel: (619) 325-0492
Fax: (619) 325-0496
Email: cnicholas@nicholaslaw.org
Email: atomasevic@nicholaslaw.org
Email: smarkley@nicholaslaw.org
Email: jbelcastro@nicholaslaw.org

Attorneys for Plaintiff TRAVIS HUDSON,
on behalf of himself and all others similarly situated

PAUL HASTINGS LLP
CHRIS A. JALIAN (SBN 295564)
MATTHEW L. HONIG (SBN 335200)
515 South Flower Street, Twenty-Fifth Floor
Los Angeles, California 90071
Tel: (213) 683-6143
Fax: (213) 627-0705
Email:chrisjalian@paulhastings.com
Email: matthewhonig@paulhastings.com

Attorneys for Defendant GRUMA CORPORATION
d/b/a MISSION FOODS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

TRAVIS HUDSON, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

GRUMA CORPORATION, a Nevada corporation, d/b/a MISSION FOODS; and DOES 1 through 100, inclusive,

Defendants.

Case No. 25CU054716C

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Judge: Judy S. Bae

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

IT IS HEREBY STIPULATED, by and between Plaintiff Travis Huson ("Hudson" or "Plaintiff") on the one hand, and Defendant Gruma Corporation ("Defendant"), on the other hand, and subject to the approval of the Court, that the above-captioned Lawsuit is hereby being compromised and settled pursuant to the terms and conditions set forth herein (the "Settlement," "Stipulation," or "Agreement").

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

1.1 "Class" or "Class Members" means all individuals or entities during the Class Period that signed and/or were signatories to one or more Distributor Agreement (or similar styled document) with Gruma for the distribution of Products within California, in addition to their owners, proprietors, partners and/or members ("Class Members").

1.2 "Class Counsel" means Alex Tomasevic, Esq., and Shaun Markley, Esq., of Nicholas & Tomasevic, LLP.

1.3 "Class Counsel Award" or "Attorneys' Fees Award" means attorneys' fees for Class Counsel's litigation and resolution of this Lawsuit not to exceed Seven-hundred and sixty-six thousand, six-hundred and sixty-six dollars and seventy cents ($766,666.70), subject to approval by the Court. The Court shall review the requested amount of the Class Counsel Award, and the approved amount shall be paid from the Maximum Settlement Amount. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be a part of the Net Settlement Amount and distributed to Settlement Class Members as provided in this Agreement.

1.4 "Class Counsel Costs" or "Litigation Costs Award" means expenses and costs incurred by Class Counsel for Class Counsel's litigation and resolution of this

Lawsuit not to exceed Twenty-Five Thousand Dollars ($25,000.00) . The Court shall determine the amount of the Class Counsel Costs, and it shall be paid from the Maximum Settlement Amount. Any portion of the requested Class Counsel Costs that is not awarded to Class Counsel shall be a part of the Net Settlement Amount and distributed to Settlement Class Members as provided in this Agreement.

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

1.6 "Class Period" means the period from August 1, 2023, through and including the Preliminary Approval Date.

1.7 "Class Representative" means Plaintiff Hudson.

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

1.9 "Court" shall mean the San Diego County Superior Court.

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

1.11 "Effective Date" or "Final" means the latest of the following dates, as applicable: (i) expiration of all potential appeal periods without a filing of a notice of

appeal of the Final Approval Order and Judgment, (ii) final affirmance of the Final Approval Order and Judgment by an appellate court as a result of any appeal(s), or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Final Approval Order and Judgment is no longer subject to further judicial review.

1.12 "Enhancement Award" means the amount approved by the Court to be paid to Class Representative in recognition of his effort and time as a Class Representative, and in consideration for his release of all claims against the Released Parties (as defined below in Paragraph 1.299), as further specified in Paragraph 3.14 below.

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

1.14 "Final Approval Order and Judgment" means the Court's entry of an order granting final approval of the Settlement and entering judgment in this Lawsuit based thereon, in conformity with the California Code of Civil Procedure.

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

1.16 "Lawsuit" or "Action" means the class action lawsuit entitled *Travis Hudson, an individual, on behalf of himself and all others similarly situated and on behalf of the State of California and all similarly-aggrieved employees, v. Gruma Corporation, a Nevada corporation, d/b/a Mission Foods; and DOES 1 through 100, inclusive,* now pending in the San Diego County Superior Court and designated as Case No. 25CU054716C.

1.17 "LWDA Payment" means Thirty Two Thousand Five Hundred Dollars ($32,500) allocated to be paid to the California Labor Workforce Development Agency ("LWDA"), subject to approval by the Court, as calculated and described in Paragraph 1.22.

1.18 "Maximum Settlement Amount" means Two Million and Three Hundred Thousand Dollars ($2,300,000).

1.19 "Net Settlement Amount" means the amount of monies available for distribution to Settlement Class Members, which shall be the Maximum Settlement Amount less the Class Counsel Award, Class Counsel Costs, Enhancement Award, Settlement Administration Costs, and LWDA Payment.

1.20 "Notice of Class Action Settlement" or "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached hereto as **Exhibit A**.

1.21 "Operative Complaint" refers to the Class Action Complaint now pending in the San Diego County Superior Court and designated as Case No. 25CU054716C, as identified in Paragraph 1.16 herein.

1.22 "PAGA Payment" means the allocation of Fifty Thousand Dollars ($50,000), payable from the Maximum Settlement Amount, subject to approval by the Court, for penalties under the Private Attorneys General Act ("PAGA"). Per California Labor Code section 2699(i), Thirty-Two Thousand Five Hundred Dollars ($32,500) ("LWDA Payment"), representing 65% of the PAGA Payment, will be paid to the LWDA. The remaining Seventeen Thousand Five Hundred Dollars ($17,500), representing 35% of the PAGA Payment, shall be distributed to PAGA Group Members as part of the Net Settlement Amount as described in Paragraph 3.146.

1.23 "PAGA Released Claims" means any and all individual and representative claims that could have been assessed upon and collected from the Released Parties under California Labor Code section 2698, et seq., including any and all claims for unpaid wages or reimbursement of whatever kind or nature, whether known or unknown, including but not limited to California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 226.8, 266.8, 510, 512, 515, 558, 1174, 1182.12, 1194, 1197, 1198, 2802, 2699, et seq, and the applicable IWC Wage Orders that arose or accrued between November 19, 2023, and the date the Court grants final approval of the Settlement.

1.24 "Parties" means Plaintiff and Defendant, and "Party" shall mean either Plaintiff or Defendant, respectively.

1.25 "Preliminary Approval" and "Preliminary Approval Date" mean the date the Court enters the Preliminary Approval Order.

1.26 "Preliminary Approval Order" means the Order granting preliminary approval of the Settlement.

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

1.28 "Released Claims" means any and all claims that are asserted in the Operative Complaint through the date of the Final Approval Order and Judgment, including, without limitation, statutory, constitutional, contractual, and/or common law claims for any price fixing violations under California or Federal law; any claims under the California Labor Code and applicable Industrial Welfare Commission Orders including but not limited to claims based on Settlement Class Members' alleged misclassification as independent contractors, for unpaid regular and/or overtime wages, meal period premiums, rest period premiums, restitution, expenses, interest, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and/or statutory and civil penalties (including but not limited to penalties for failure to pay wages, underpayment of wages, late payment of wages, failure to provide accurate itemized statements or maintain records, waiting time penalties, and civil penalties (including civil penalties under the Private Attorneys' General Act)), including, but not limited to, claims arising out of the California Cartwright Act commencing with California Business and Professions Code section 16600, California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 226.8, 266.8, 510, 512, 515, 558, 1174, 1182.12, 1194, 1197, 1198, 2802, 2699, et seq., and applicable IWC Wage Orders, between August 1, 2023, and the date the Court grants

final approval of the Settlement; and any claim under the California Unfair Business Practices Act for related violations.

1.29 "Released Parties" means Gruma Corporation dba Mission Foods, and all of their respective current and former parents, subsidiaries, predecessors and successors, and affiliated entities, and each of their respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives.

1.30 "PAGA Weeks" means any week during which an individual was a PAGA Group Member.

1.31 "PAGA Period" means the period from November 19, 2023 to the date the Court grants final approval of the Settlement.

1.32 "PAGA Group Members" means all individuals or entities during the PAGA Period that signed and/or were signatories to one or more Distributor Agreement (or similarly styled document) with Gruma for the distribution of Products within California, in addition to their owners, proprietors, partners and/or members.

1.33 "Individual PAGA Payment" means the net amount paid by way of check to each PAGA Group Member. The amount of the Individual PAGA Payment shall be calculated pursuant to Paragraph 3.16.

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

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

1.36 "Settlement Account" means the bank account established by the Settlement Administrator pursuant to the terms of this Stipulation from which all

monies payable under the terms of this Settlement shall be paid, as set forth herein. The Settlement Account is intended to be a "qualified settlement fund" ("Qualified Settlement Fund") within the meaning of Treasury Regulation § 1.468B-1 and the Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns for the Maximum Settlement Amount and paying from the Qualified Settlement Fund any taxes owed with respect to the Settlement Account. The Parties hereto agree that the Settlement Account shall be treated as a "qualified settlement fund" from the earliest date possible, and agree to any relation-back election required to treat the Settlement Account as a "qualified settlement fund" from the earliest date possible. Defense Counsel agree to provide promptly to the Settlement Administrator the statement described in Treasury Regulation § 1.468B-3(e). All taxes shall be paid out of the Settlement Account, shall be paid out of the interest earned on the Settlement Account, shall be considered to be a cost of administration of the Settlement, and shall be timely paid by the Settlement Administrator without prior order of the Court, and under no circumstance shall Defendant have any liability related thereto.

1.37 "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Maximum Settlement Amount for the administration of the Settlement. The Settlement Administration Costs amount is presently estimated not to exceed Twenty Thousand Dollars ($20,000). If the Settlement Administration Costs are awarded in an amount less than Twenty Thousand Dollars ($20,000), the unawarded portion shall be a part of the Net Settlement Amount and distributed to Settlement Class Members as provided in this Agreement.

1.38 "Settlement Administrator" means Atticus Administration.

1.39 "Settlement Class Members" or "Settlement Class" means all Class Members who do not submit a valid and timely Request for Exclusion.

2. RECITALS

2.1 Description and Procedural Posture of the Litigation. On January 13, 2025, Plaintiff filed a PAGA Notice Letter with the LWDA. Plaintiff filed a putative class action against Defendant on February 11, 2025 which Defendant removed to the Central District of California on April 17, 2025. The Parties agreed to attend mediation after removal of the putative class action to federal court and before Plaintiff filed a PAGA-only action in state court. The parties participated in a mediation before Mediator Antonio Piazza, Esq. on July 24, 2025. The Lawsuit was resolved at the mediation. The Parties executed a binding and enforceable Memorandum of Agreement ("MOA"), and agreed that a detailed, long-form settlement agreement would be completed shortly thereafter. Plaintiff dismissed the federal action without prejudice on September 10, 2025. The Lawsuit was filed on October 10, 2025, by Plaintiff in the San Diego County Superior Court in the State of California encompassing both class and PAGA claims.

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

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

2.4 Class Members' Claims. Plaintiff, on behalf of Class Members, has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement (and exhibits/attachments hereto) and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

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

2.6 Maximum Amount Payable by Defendant. Under the terms of this Settlement, the maximum amount payable by Defendant shall not exceed the Maximum Settlement Amount of Two Million and Three Hundred Thousand Dollars ($2,300,000).

2.7 Class Counsel's Representations. Class Counsel represents that they do not represent anyone in connection with a potential claim against the Released Parties

not resolved by this Settlement. This provision is not intended to, and shall not restrict, any individual's right to the counsel of his or her choice, including Plaintiff's counsel.

2.8 Dismissal of the Lawsuit. The parties agree that, upon final approval of the settlement and judgment entered, the Action will be dismissed with prejudice.

3. TERMS OF AGREEMENT

The Parties agree as follows:

3.1 Releases Given by Plaintiff and the Settlement Class.

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

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

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

3.3 No Knowledge of Other Claims. Class Counsel and Plaintiff agree and represent that they are not aware of any class action claim that could have been brought against Defendant by any person or entity, other than the claims that were alleged or could have been alleged in the Lawsuit, or those claims which are included

in Plaintiff's Complaint, or that could have been alleged based on the facts alleged in the Lawsuit or arising out of the circumstances giving rise to the Lawsuit.

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

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

3.4.2 Class Information. No more than fifteen (15) business days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Class Notice to Class Members.

3.4.3 Efforts to Locate Class Members. The Parties agree that locating and contacting Class Members who were former signatories to an agreement with Defendant is an important and material aspect of the Settlement. In this regard, Defendant shall provide relevant Class Information in its possession to the Settlement Administrator. To further the Parties' efforts to locate Class Members, the Parties agree that, upon receipt of the Class Information, the Settlement Administrator will utilize the best practicable means available for purposes of verifying and/or updating

the current address and telephone numbers for all Class Members. The address(es) identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The cost of diligently attempting to find the best contact information of the Class Members shall be included in the Settlement Administration Costs, and Defendant shall not, under any circumstances, be required to pay any additional funds for the investigatory duties to be performed by the Settlement Administrator.

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

3.4.5 Undeliverable Notices. Any Class Notice that is returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto, if any. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts to obtain an updated mailing address within five (5) business days of the date of the return of the Class Notice, including, without limitation, conducting one skip-trace. If an updated mailing address is identified, the Settlement Administrator shall resend the Class Notice to the Class Member. Class Members to whom a Class Notice is re-sent after having been returned undeliverable to the Settlement Administrator shall have fourteen (14) calendar days thereafter or until the Response Deadline has expired, whichever is later, to mail or fax the Request for Exclusion or Notice of Objection. A Class Notice that is re-sent shall inform the recipient of this adjusted deadline. The date of the postmark on the Request for Exclusion, either based on the date on the return envelope or the date of the fax stamp, shall be the exclusive means

used to determine whether a Class Member has timely returned his/her/its Request for Exclusion on or before the adjusted deadline. Unless otherwise agreed by the Parties, a Request for Exclusion shall be deemed valid only if it is signed by the Class Member and postmarked or fax stamped on or before the adjusted deadline. If a Class Member's Class Notice is returned to the Settlement Administrator more than once as non-deliverable, then the Settlement Administrator shall not be required to undertake any additional re-mailing of the returned Class Notice.

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

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

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

3.7 Exclusions (Opt Outs). The Class Notice shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number, last four digits of the Social Security Number or Tax Identification Number, and signature of the Class Member; (2) contain the case name and number of the Lawsuit; (3) clearly indicate that the Class Member seeks to exclude itself, himself, or herself from the Settlement; and (4) be postmarked or fax-stamped on or before the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number. The date of the postmark on the Request for Exclusion, either based on the postmark date on the return mailing envelope or date of the fax stamp, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Unless otherwise agreed by the Parties, a Request for Exclusion shall be deemed valid only if it is signed by the Class Member and postmarked or fax stamped on or before the adjusted deadline. Any Class Member who timely requests to be excluded from the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement (except for the release of their PAGA claim) or have any right to object, appeal, or comment thereon. For the avoidance of doubt, any Class Member who exclude themselves from the Class will still receive their share of the PAGA Payment and release the PAGA Released Claims. Class Members who receive a Class Notice but fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Approval Order and Judgment entered in this Lawsuit if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list of all members of the Class who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the

Settlement. Any Class Member who submits a valid and timely Request for Exclusion shall forfeit his/her/its right to receive an Individual Settlement Payment under this Agreement, the amount of which will be part of the Net Settlement Amount to be distributed to Settlement Class Members as provided in this Agreement.

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

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

3.10 Indemnification. Defendant waives its right to seek to recoup, through a demand for indemnification or otherwise, any portion of the gross settlement fund that Settlement Class Members (who/which do not opt-out of the class action settlement) receive for their release of the Released Claims and/or any attorneys' fees and defense costs incurred by Defendant in connection with this Lawsuit. Defendant does not waive any rights to demand indemnification from any Settlement Class Member (whether or not they/it participate in the Settlement) for any third-party claims made against any of the Released Parties that are not Released Claims.

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

3.12 Funding and Allocation of Settlement. Defendant is required to fully fund and pay the Maximum Settlement Amount of Two Million and Three Hundred Thousand Dollars ($2,300,000) within twenty one (21) calendar days of the Effective Date. Defendant shall provide the funds for the Settlement to the Settlement Administrator by certified check or by wire transfer. The Settlement Administrator shall deposit the funds in the Settlement Account. Distributions from the Settlement Account shall occur in conformity with the Court's Final Approval Order and Judgment.

3.12.1 No more than seven (7) calendar days after the Settlement is fully funded, the Settlement Administrator will provide the Parties with an accounting of all anticipated payments and awards from the fund. Payments from the fund shall be made for: (1) the Individual Settlement Payments to Settlement Class Members; (2) the Enhancement Award, as specified in this Agreement and approved by the

Court; (3) Class Counsel Award and Class Counsel Costs, as specified in this Agreement and approved by the Court; (4) the Settlement Administration Costs, as specified in this Agreement and approved by the Court; and (5) the LWDA Payment, as specified in this Agreement and approved by the Court.

3.13 Individual Settlement Payments. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' last known mailing address within thirty (30) calendar days after the Settlement becomes Final.

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

3.13.3 Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance to Settlement Class Members, and after that time, the total amount of any uncashed checks shall be transmitted pursuant to Paragraph 3.121. By stating a specific date or the number of days after issuance, the checks shall, on their face, indicate the deadline by which they must be negotiated.

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

3.13.5 Each Settlement Class Member's share of the Net Settlement Amount shall be determined as follows: (i) 30% of the Net Settlement Amount will be divided equally among all of the Settlement Class Members; and (ii) the remaining 70% of the Net Settlement Amount will be distributed based on Settlement Class Members' sales in California for their respective routes, as follows: 70% of the Net

Settlement Amount will be divided by the total gross sales by all Settlement Class Members; the resulting figure was the unit value per gross sale dollar. The unit value per gross sale dollar will be multiplied by each Settlement Class Member's Compensable Gross Sales in California from August 1, 2023, to the date the Court grants preliminary approval of the Settlement to yield their pro rata share of the Net Settlement Amount. The net payment of (i) and (ii) above, plus the Individual PAGA Payment as determined in Section 3.16.1 below will be the "Individual Settlement Payment."

3.13.6 Each Settlement Class Member that is an entity together with its respective owners, proprietors, partners, and/or members shall constitute a single Settlement Class Member for Net Settlement Amount distribution; for example, Travis Hudson, together with Jade Marie Distributing, Inc., will constitute a single Settlement Class Member and receive one Individual Settlement Payment solely based on Jade Marie Distributing, Inc's gross sales to stores in California. Settlement Class Members' owners, proprietors, partners, and/or members will not receive Individual Settlement Payments in addition to their respective entities' Individual Settlement Payments.

3.14 Enhancement Award. Defendant agrees not to oppose or object to any application or motion by Plaintiff to be appointed a Class Representative and for a Class Representative Enhancement Award. Class Counsel shall seek a Class Representative Enhancement Award for Class Representative of up to Five Thousand Dollars ($5,000). Any portion of the requested Class Representative Enhancement Award that is not awarded shall be a part of the Net Settlement Amount to be distributed to Settlement Class Members as provided in this Agreement. The Class Representative Enhancement Award is intended to be in recognition of the Class Representative's efforts and time as a Class Representative, and in consideration for the Class Representative's execution of this Stipulation. The Enhancement Award shall be paid to Class Representative from the Maximum Settlement Amount together

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

3.15 Class Counsel Award and Costs. Class Counsel will move for attorneys' fees not to exceed Seven-hundred and sixty-six thousand, six-hundred and sixty-six dollars and seventy cents ($766,666.70), and Class Counsel Costs not to exceed Twenty-Five Thousand Dollars ($25,000.00), as supported by declarations from Class Counsel, from the Maximum Settlement Amount. Class Counsel shall be paid any Court-approved fees and costs, including any interest accrued thereon, within thirty (30) calendar days after the Settlement becomes Final. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this Paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. In the event the Court reduces or does not approve the requested Class Counsel Award and/or Class Counsel Costs, the Settlement shall remain legally binding and enforceable on the Parties. Any amount requested by Class Counsel for the Class Counsel Award and/or Class Counsel Costs and not

granted by the Court shall be included in the Net Settlement Amount before it is distributed as provided in this Agreement.

3.16 PAGA Payment. Subject to approval by the Court, the Parties shall allocate a total of Fifty Thousand Dollars ($50,000) for payment of penalties pursuant to PAGA. Per California Labor Code section 2699(i), Thirty-Two Thousand Five Hundred Dollars ($32,500), representing 65% of the PAGA Payment, will be paid to California's Labor Workforce Development Agency from the Maximum Settlement Amount by the Settlement Administrator within fourteen (14) calendar days after the Settlement is fully funded. The remaining Seventeen Thousand Five Hundred Dollars ($17,500), representing 35% of the PAGA Payment, shall be distributed to PAGA Group Members as part of the Net Settlement Amount as described in Paragraph 16.1. It is intended by the Parties that the LWDA Payment shall satisfy the distribution requirements of Cal. Lab. Code § 2698 *et seq*. If the Court awards a greater or lesser amount for the PAGA Payment, then the LWDA Payment shall be adjusted to 65% of the Court-approved amount and any remaining portion shall be part of the Net Settlement Amount and available for distribution to PAGA Group Members as provided in this Agreement.

3.16.1 Allocation of PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing $17,500 by the total number of PAGA Weeks associated with all PAGA Group Members and (b) multiplying the result by the number of PAGA Weeks associated with each individual PAGA Group Member.

3.17 Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Maximum Settlement Amount. Such costs of administration are estimated not to exceed Twenty Thousand Dollars ($20,000). No fewer than fourteen calendar (14) days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Parties with a statement detailing the costs of administration. The Settlement Administrator, on

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

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

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

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

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

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

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

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

3.23 No Waiver By Defendant. Defendant maintains that Plaintiff and every Class Member are parties to individual arbitration agreements and indemnification agreements with Defendant that are fully enforceable. Plaintiff denies the same. The parties stipulate and agree that Defendant's willingness and agreement to settle claims of individual Class Members through a class settlement (including, but not limited to, actions necessary to effectuate and approve the settlement) does not in any way waive Defendant's right to enforce its arbitration and/or indemnification agreements, or its right to compel individual arbitrations, in the event the settlement is not approved by the Court.

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

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

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

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

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

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

3.26.4 If, thereafter, the Parties still cannot resolve the dispute, the Parties agree to attend a non-binding mediation with Anthony Piazza, Esq., to attempt to resolve the dispute.

3.26.5 If, following the non-binding mediation with Anthony Piazza, Esq., the Parties still have not resolved the dispute, the Court shall enter a final and binding ruling regarding resolving the dispute.

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

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

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

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

3.31 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will 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 to resolve such disagreement. The persons signing this Agreement on

behalf of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third party.

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

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

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

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

3.36 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe that provision as valid and,

to the fullest extent possible and consistent with applicable precedent, make all provisions of this Agreement valid and enforceable.

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

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

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

3.40 Notices. Unless otherwise specifically provided, all notices, demands, or other communications in connection with this Agreement shall be: (1) in writing;

(2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:	*To Defendant:*
Nicholas & Tomasevic LLP Alex Tomasevic, Esq. Shaun Markley, Esq. 225 Broadway, 19th Floor San Diego, CA 92101	PAUL HASTINGS LLP Chris A. Jalian, Esq. Matthew L. Honig, Esq. 515 South Flower Street, 25th Floor Los Angeles, CA 90071-2228

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

3.42 Execution by Plaintiff. Plaintiff, by signing this Stipulation, is bound by the terms herein.

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

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

STIPULATED, AGREED, AND ACCEPTED.

PLAINTIFF TRAVIS HUDSON

Print Name: Travis hudson Date: 12/16/25

Signature: Travis Hudson (Dec 16, 2025 09:46:46 PST)

DEFENDANT GRUMA CORPORATION

Print Name: David Salazar Cavazos Date: 12/23/2025

Title: VP Legal

Signature:

APPROVED:

NICHOLAS & TOMASEVIC LLP
Counsel for Plaintiff

Print Name: Shaun Markley, Esq. Date: 12/15/2025

Signature:

PAUL HASTINGS LLP
Counsel for Defendant

Print Name: Chris A. Jalian Date: 12/15/2025

Signature:

EXHIBIT A

<<claimant_id>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SAN DIEGO COUNTY SUPERIOR COURT
TRAVIS HUDSON. V. GRUMA CORPORATION, CASE NO. 25CU054716C

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

ATTENTION: IF YOU ARE OR WERE A SIGNATORY TO AN AGREEMENT WITH GRUMA CORPORATION FOR THE DISTRIBUTION OF GRUMA CORPORATION'S PRODUCT WITHIN CALIFORNIA BETWEEN AUGUST 1, 2023, THROUGH [DATE OF PRELIMINARY APPROVAL], YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.

TO UNDERSTAND YOUR RIGHTS, READ THIS NOTICE CAREFULLY.

- A proposed class action settlement ("the Settlement") has been reached between plaintiff Travis Hudson ("Plaintiff"), on behalf of himself and the below-defined Class (see the response to Question 4 below), and Defendant Gruma Corporation ("Defendant").
- The Settlement resolves a class action lawsuit that included claims that Defendant allegedly violated various wage and hour laws, violated California's antitrust laws (known as the Cartwright Act), and engaged in unlawful business practices. Defendant denies all liability to Class Members, and asserts that it complied with California and Federal law at all times and has entered into the Settlement solely for purposes of resolving this dispute.
- The Settlement provides for settlement payments based in-part on a calculation that takes into account each Class Member's gross sales to chain stores in California for their respective distribution businesses between August 1, 2023 and [DATE OF PRELIMINARY APPROVAL].

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

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

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

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

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

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you are, or were, a signatory to an agreement with Defendant for the sale and distribution of product, items and/or goods manufactured by Defendant, including, without limitation, Mission Foods and Guerrero Mexican Food Product branded product, items and/or goods ("Product") within California between August 1, 2023 through [DATE OF PRELIMINARY APPROVAL] ("Class Period"). This notice explains the Lawsuit, the Settlement, and your legal rights.

The lawsuit is known as *Travis Hudson v. Gruma Corporation,* and is pending in the San Diego County Superior Court, Case No. 25CU054716C (the "Lawsuit"). Travis Hudson ("Hudson") is referred to as the Plaintiff and Gruma Corporation is called the Defendant.

2. What is the Lawsuit about?

On October 10, 2025, Plaintiff filed a class action complaint alleging that Defendant violated the California Labor Code by misclassifying class members as independent contractors rather than employees, including claims for unpaid wages owed at termination, unpaid minimum and overtime wages, non-compliant meal and rest periods, non-compliant wage statements, unreimbursed business expenses, unlawful deductions, and also included claims that Defendant engaged in unfair business practices and violated the Cartwright Act and Private Attorneys General Act. As a result of the Complaint, Plaintiff alleges he and the members of the Class (defined in response to Question 4 below) are entitled to recover compensatory damages, treble damages, punitive damages, restitution, equitable relief, attorneys' fees, litigation costs, penalties, liquidated damages and interest

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

3. Why is this lawsuit a class action?

In a class action, one or more people called the "Plaintiff" sues on behalf of people who have similar alleged claims. All of these people are a "class" or "class members." The Court resolves the issues for all class members, except for those who exclude themselves from the class. On [DATE OF PRELIMINARY APPROVAL], the Honorable Judy S. Bae issued an order conditionally certifying the Class for purposes of settlement only.

4. Who is in the Class?

"Class" or "Class Members" means all persons and/or entities who/that are or were a signatory to an agreement with Defendant for the sale and distribution of Product within California between August 1, 2023 through [DATE OF PRELIMINARY APPROVAL], in addition to their owners, proprietors, partners and/or members.

5. Why is there a Settlement?

After conducting substantial investigation, including review of policies and procedures, sales records, distribution agreements, Class Members' gross sales to chain stores, and arbitration agreements, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of the claims asserted in the Lawsuit and denies that it has violated any laws. Plaintiffs and their lawyers maintain that the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the Settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of $2,300,000. Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed $766,666.70) and costs (not to exceed $25,000.00) enhancement award payments to Plaintiff Hudson, (not to exceed $5,000.00 total), an LWDA payment to California's Labor Workforce Development Agency (not to exceed $32,500 total), and the fees and expenses of the Settlement Administrator, Atticus Administration, LLC (not to exceed $20,000.00 total), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount").

Individual Settlement Payment Calculation

The Net Settlement Amount will be distributed to Class Members who do not opt out of the settlement ("Settlement Class Members") as follows: (i) 30% of the Net Settlement Amount will be divided equally among all of the Settlement Class Members; (ii) and remaining 70% of the Net Settlement Amount will be distributed based on Settlement Class Members' sales to chain stores in California for their respective distribution businesses, as follows: 70% of the Net Settlement Amount will be divided by the total gross sales to chain stores by all Settlement Class Members; the resulting figure was the unit value per gross sale dollar. The unit value per gross sale dollar will be multiplied by each Settlement Class Member's Compensable Gross Sales to chain stores in California from August 1, 2023 to [the date the Court grants preliminary approval of the Settlement] to yield their pro rata share of the Net Settlement Amount. The net payment of (i) and (ii) above will be the "Individual Settlement Payment."

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

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

Once the settlement becomes Final as defined below, the settlement payments to Settlement Class Members, the enhancement award to the Class Representatives, and the payment to Class Counsel for their awarded attorneys' fees and expenses will be made within 30 calendar days following the date that the Settlement becomes fully funded. "Final" shall mean the latest of the following dates, as applicable: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; or (ii) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

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

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

In exchange for the consideration provided, each member of the Class who does not submit a valid Request for Exclusion (defined in response to Question 10 below) will release Gruma Corporation dba Mission Foods and/or Guerrero Mexican Food Products, and all of their respective current, former, and future parents, subsidiaries, predecessors and successors, and affiliated entities, and each of their respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives (collectively, "Released Parties") from any and all claims that were asserted in the amended class action complaint through the date of final approval order and judgement, including, without limitation, statutory, constitutional, contractual, and/or common law claims for any antitrust violations under California or Federal law, including, but not limited to, vertical price fixing, lost profits, breach of contract, unfair competition, and treble damages; any claims under the California Labor Code and applicable Industrial Welfare Commission Orders including but not limited to claims based on Settlement Class Members' alleged misclassification as independent contractors, for unpaid regular and/or overtime wages, meal period premiums, rest period premiums, restitution, expenses, interest, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and/or statutory and civil penalties (including but not limited to penalties for failure to pay wages, underpayment of wages, late payment of wages, failure to provide accurate itemized statements or maintain records, waiting time penalties, and civil penalties (including civil penalties under the Private Attorneys' General Act)), including, but not limited to, claims arising out of the California Cartwright Act commencing with California Business and Professions Code section 16600, California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 226.8, 266.8, 510, 512, 515, 558, 1174, 1182.12, 1194, 1197, 1198, 2802, 2699, et seq., and applicable IWC Wage Orders, between August 1, 2023 and the date the Court grants final approval of the Settlement; and any claim under the California Unfair Business Practices Act for related violations. Further, any member of the Class who is covered by Plaintiff's representative action allegations under California's Private Attorneys' General Act, releases, "any and all individual and representative claims that could have been assessed upon and collected from the Released Parties under California Labor Code section 2698, et seq., including any and all claims for unpaid wages or reimbursement of whatever kind or nature, whether known or unknown, including but not limited to California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 226.8, 266.8, 510, 512, 515, 558, 1174, 1182.12, 1194, 1197, 1198, 2802, 2699, et seq, and the applicable IWC Wage Orders that arose or accrued between November 19, 2023, and the date the Court grants final approval of the Settlement."

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

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

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

9. When will I get my check?

Checks will be mailed to Settlement Class Members eligible to receive a payment under the Settlement after the Court grants "final approval" of the Settlement. If the Court approves the Settlement after a hearing on [date of final approval hearing] (see "The Court's Final Approval Hearing") below, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. Please also be advised that you will only have 180 days from the date that the checks are issued to cash them. If you do not cash your check within 180 days of the date of its issuance, your Individual Settlement Payment shall be voided, but you will still have released your claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

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

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

Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Class Members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any judgment entered in the Lawsuit if the Settlement is approved by the Court.

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

No. If you exclude yourself now you will not get anything from the settlement. If you ask to be excluded, you will not get a settlement payment and you will not be bound by the settlement, except that you cannot opt out of the portion of the settlement relating to claims under California's Private Attorneys General Act.

12. If I don't exclude myself, can I sue later for the Released Claims that arose during the Class Period?

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

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

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

Alex Tomasevic, Esq.
Shaun Markley, Esq.
NICHOLAS & TOMASEVIC, LLP
225 Broadway, 19th Floor
San Diego, California 92101
Tel: (619) 325-0492
Fax: (619) 325-0496
atomasevic@nicholaslaw.org
smarkley@nicholaslaw.org

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

Subject to court approval, Defendant agrees to pay up to $766,666.70 in attorneys' fees and up to $25,000.00 costs to Class Counsel. The Court may award less than these amounts. If the Court awards less than the amounts requested, the difference will remain in the Net Settlement Amount for distribution.

In addition, and subject to Court approval, Defendant also agrees to pay Plaintiff Hudson up to $5,000.00 total as a

Class Representative Enhancement Award for his participation in this lawsuit and for taking on the risk of litigation. Defendant also agrees to pay the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed $20,000.00. Such payments will be made from the maximum settlement fund. The Court may award less than these amounts. If lesser amounts are awarded, those amounts will be included in the Net Settlement Amount payable by Defendant and will be available for distribution to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement?

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

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

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

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

Objecting is simply telling the Court you do not like something about the Settlement. If you object, you are still a part of the Class. Excluding yourself is telling the Court that you do not want to be part of the Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time you may attend and you may ask to speak, but you don't have to.

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

The Court will hold a "Final Approval Hearing" on [TBD] at the San Diego County Superior Court, located at The **Hall of Justice, THIRD FLOOR, 330 W Broadway, San Diego, CA 92101**. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

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

19. May I speak at the hearing?

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

IF YOU DO NOTHING

20. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

21. How do I get more information?

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

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