

[Counsel listed on next page]

**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

**AMENDED STIPULATION OF
CLASS ACTION SETTLEMENT**

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

DEFINITIONS

1. “Actions” means the consolidated class actions in the United States District Court for the Central District of California entitled *Moises Negrete v. ConAgra Foods, Inc., et al.*, Case No. 2:16-cv-631-FMO-AJW, *Valentin Villar v. ConAgra Foods, Inc., et al.*, 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.

2. “Aggrieved Employees” means all non-exempt employees, including regular, seasonal, and temporary employees, who worked at facilities owned and operated by any Defendant in Azusa, Colton, Fresno, Helm, Lodi, Oakdale, and 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. “Claim Form” means the form, substantially in the form attached hereto
9 as **Exhibit 6**, which shall be available from the Settlement Administrator and on the
10 settlement website, which Class Members who are not identified in the Class
11 Information may submit to the Settlement Administrator to receive their respective
12 share of the Net Settlement Amount.

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

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

22 8. “Class Members” means all non-exempt employees, including regular,
23 seasonal, contracted, and temporary employees (including any employee directly
24 employed by a Third-Party Staffing Company), 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 Class Periods, except those employees who
27 previously opted out.

28

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

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

- 6 a. For the Azusa facility, October 23, 2012 to March 17, 2017.
7 b. For the Colton Facility, October 20, 2011 to June 13, 2014.
8 c. For the Fresno facility, October 20, 2011 to May 19, 2017.
9 d. For the Helm Facility, October 20, 2011 to September 2, 2016.
10 e. For the Lodi facility, October 20, 2011 to April 17, 2020.
11 f. For the Oakdale facility, October 20, 2011 to January 15, 2021.
12 g. For the Visalia facility, October 20, 2011 to February 28, 2019.

13 11. “Class Representative Service Awards” means the amounts that the
14 Court authorizes to be paid to Plaintiffs, in addition to Plaintiffs’ Individual
15 Settlement Payments, in recognition of Plaintiffs’ efforts and risks in prosecuting the
16 Actions.

17 12. “Compensable Workweeks” means the number calculated for each
18 Class Member, Aggrieved Employee, or FLSA Settlement Class Member as follows:

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

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

27 c. The number calculated in Paragraph 12.b rounded up to the
28 nearest whole number.

13. “Defendants” or “Defendant” means 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, LLC.

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

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

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

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

18. “FLSA Fund” means the portion of the Net Settlement Amount that shall be allocated to the FLSA Settlement Class Members for claims arising under the Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b) (“FLSA”).

1 19. “FLSA Opt-In Form” means the form which the Settlement
2 Administrator shall send to Class Members who worked for Defendants within three
3 (3) years of the date of mailing the Notice Packets to Class Members and which the
4 Class Members must complete in order to opt in to the FLSA Settlement Class and
5 receive a portion of the FLSA Fund, substantially in the form attached hereto as
6 **Exhibit 4.**

7 20. “FLSA Settlement Class” means all non-exempt employees, including
8 regular, seasonal, contracted, and temporary employees (including any employee
9 directly employed by a Third-Party Staffing Company), who worked at facilities
10 owned and operated by any Defendant in Azusa, Colton, Fresno, Helm, Lodi,
11 Oakdale, and Visalia, California during the FLSA Settlement Period.

12 21. “FLSA Settlement Class Members” means all members of the FLSA
13 Settlement Class who complete a valid and timely FLSA Opt-In Form, and thereby
14 will be deemed to have given their consent to “opt in” as a party plaintiff in this action
15 pursuant to FLSA and to have waived and released any claims they may have under
16 the FLSA as related to the claims that were or arise from the facts asserted in the
17 operative complaint.

18 22. “FLSA Settlement Period” means the time period from three (3) years
19 prior to the mailing date of each FLSA Settlement Class Member’s completed FLSA
20 Opt-In Form to January 15, 2021.

21 23. “Individual Settlement Payment” means the amount payable from the
22 Net Settlement Amount to each Participating Class Member.

23 24. “Information Sheet” means the form that shall be prepared by the
24 Settlement Administrator and sent to each Class Member that sets forth the total
25 number of Compensable Workweeks and the estimated Individual Settlement
26 Payment for the Class Member, substantially in the form attached hereto as **Exhibit**
27 **2.**

1 25. “Judgment” means the judgment to be entered by the Court upon
2 granting final approval of the Settlement and this Stipulation as binding upon the
3 Parties, Participating Class Members, FLSA Settlement Class Members, and
4 Aggrieved Employees.

5 26. “LWDA” means the California Labor and Workforce Development
6 Agency.

7 27. “Maximum Settlement Amount” means the maximum amount
8 Defendants shall have to pay in connection with this Settlement, by way of a common
9 fund, which shall be inclusive of all Individual Settlement Payments to Participating
10 Class Members, Attorneys’ Fees and Costs, Class Representative Service Awards,
11 Settlement Administration Costs, the FLSA Fund, and the PAGA Payment. Subject
12 to Court approval and the terms of this Stipulation, the Maximum Settlement Amount
13 Defendants shall be required to pay is Eighteen Million Dollars (\$18,000,000.00).

14 28. “Net Settlement Amount” means the Maximum Settlement Amount,
15 less Attorneys’ Fees and Costs, the Class Representative Service Awards, Settlement
16 Administration Costs, the FLSA Fund, and the PAGA Payment.

17 29. “Notice of Objection” means a Class Member’s written objection to the
18 Settlement.

19 30. “Notice Packet” means the packet of documents which shall be mailed
20 to all Class Members by the Settlement Administrator, including the Class Notice,
21 Information Sheet, Request for Exclusion Form, and FLSA Opt-In Form, if
22 applicable, each in English and Spanish.

23 31. “PAGA” means the Labor Code Private Attorneys General Act of 2004,
24 California Labor Code sections 2698, et seq.

25 32. “PAGA Payment” means the amount payable from the Maximum
26 Settlement Amount to resolve the PAGA claim alleged in the Actions, of which
27 seventy-five percent (75%) shall be paid to the LWDA and twenty-five percent (25%)
28 shall be paid to Aggrieved Employees.

1 33. “PAGA Periods” means the following time periods:

- 2 a. For the Azusa facility, August 16, 2014 to March 17, 2017.
- 3 b. For the Fresno facility, August 16, 2014 to May 19, 2017.
- 4 c. For the Helm Facility, August 16, 2014 to September 2, 2016.
- 5 d. For the Lodi facility, August 16, 2014 to April 17, 2020.
- 6 e. For the Oakdale facility, August 16, 2014 to January 15, 2021.
- 7 f. For the Visalia facility, August 16, 2014 to February 28, 2019.

8 34. “Participating Class Members” means Plaintiffs and all other Class
9 Members who do not submit a valid and timely Request for Exclusion Form.

10 35. “Parties” means Plaintiffs and Defendants.

11 36. “Plaintiffs” means plaintiffs Moises Negrete, Steven Anderson, Felicia
12 Avila, Richard Cruse, Abraham Ibarra, Ruben Maldonado, Jordyn Njoroge, Anita del
13 Rosario Patriz, Frank Perez, Justin Soto, Arturo Verduzco, Valentin Villar, and Felix
14 Villela.

15 37. “Plaintiffs’ Counsel” means Matthew J. Matern, Launa Adolph, and
16 Deanna S. Leifer of Matern Law Group, PC, Farzad Rastegar and Douglas W.
17 Perlman of Rastegar Law Group, APC, Philip A. Downey and Eric Rouen of The
18 Downey Law Firm, LLC, and Shaun Setareh and William M. Pao of Setareh Law
19 Group.

20 38. “Preliminary Approval Order” means the order to be issued by the Court
21 approving and authorizing the mailing of the Notice Packet by the Settlement
22 Administrator, setting the date of the Final Approval Hearing, and granting
23 preliminary approval of the Settlement set forth in this Stipulation, among other
24 things.

25 39. “Publication Notice” means the Notice of Class Action Settlement,
26 substantially in the form attached hereto as **Exhibit 5**, which shall be subject to Court
27 approval and which the Settlement Administrator shall cause to be published in
28 English and Spanish-language newspapers of general circulation in San Joaquin and

1 Stanislaus Counties, California in a manner designed to provide the best notice that
2 is practicable under the circumstances for Class Members who worked at the Oakdale
3 facility and who are not included in the Class Information.

4 40. "Released Claims" means the release of claims as described in
5 Paragraph 74.

6 41. "Released Parties" means Defendants; their respective present or former
7 parents, owners, subsidiaries, and any affiliated or related persons or entities; each of
8 their respective officers, directors, employees, partners, shareholders, attorneys, and
9 agents; the Third-Party Staffing Companies; and any other of Defendants'
10 successors, assigns, insurers, or legal representatives.

11 42. "Request for Exclusion Form" means the form that shall be prepared by
12 the Settlement Administrator and sent to each Class Member and that a Class
13 Member can return to the Settlement Administrator to opt out of, or exclude oneself,
14 from the Settlement, substantially in the form attached hereto as **Exhibit 3**.

15 43. "Response Deadline" means the date forty-five (45) days after the
16 Settlement Administrator mails the Notice Packets to Class Members and the last
17 date on which Class Members may submit a Request for Exclusion Form, Notice of
18 Objection, Claim Form, FLSA Opt-In Form, and/or dispute regarding the number of
19 Compensable Workweeks stated on their respective Information Sheet.

20 44. "Settlement" means the final and complete disposition of the Actions
21 pursuant to this Stipulation.

22 45. "Settlement Administration Costs" means the reasonable costs and fees
23 of administering the Settlement to be paid from the Maximum Settlement Amount,
24 including, but not limited to: (i) translating the Notice Packet, Publication Notice,
25 and Claim Form into Spanish; (ii) the printing, mailing, and re-mailing (if necessary)
26 of Notice Packets to Class Members; (iii) establishing a settlement website; (iv)
27 preparing and submitting to Participating Class Members, Aggrieved Employees, and
28 government entities all appropriate tax filings and forms; (v) providing notice by

1 publication by publishing the Publication Notice in English and Spanish-language
2 newspapers of general circulation in San Joaquin and Stanislaus Counties, California
3 and providing internet publication in the form of Google and Facebook
4 advertisements, or similar internet-based advertisements; (vi) determining the
5 eligibility for, computing the amount of, and distributing Individual Settlement
6 Payments, the Class Representative Service Awards, the Attorneys' Fees and Costs,
7 and the PAGA Payment; (vii) processing and validating Claim Forms, FLSA Opt-In
8 Forms, Request for Exclusion Forms, and Notices of Objection; (viii) establishing a
9 Qualified Settlement Fund ("QSF"), as defined by the Internal Revenue Code; and
10 (ix) calculating and remitting to the appropriate government agencies all employer
11 and employee payroll tax obligations arising from the Settlement and preparing and
12 submitting filings required by law in connection with the payments required by the
13 Settlement.

14 46. "Settlement Administrator" means Simpluris, Inc.

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

19 RECITALS

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

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

6 50. On May 31, 2016, this Court entered an order consolidating the Negrete
7 action and Villar action (the “Consolidated Negrete Action”).

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

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

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

23 54. On March 8, 2017, Jesse Alvarez (“Alvarez”), Ibarra, and Verduzco
24 filed a putative class action against Conagra, CFPF, and Lamb Weston, Inc. in the
25 Superior Court of the State of California, County of Stanislaus, entitled *Jesse Alvarez,*
26 *et al. v. ConAgra Brands, Inc., et al.* (the “Alvarez action”), which Conagra and CFPF
27 removed to the United States District Court for the Eastern District of California on
28 April 10, 2017. On April 26, 2017, by agreement of the parties, the Alvarez action

1 was dismissed and refiled in the United States District Court for the Central District
2 of California. Lamb Weston, Inc. was never served with the Alvarez action and has
3 never appeared as a party in any of the Actions.

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

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

9 57. On June 27, 2017, the Court issued an Order Re: Consolidation, in
10 which the Court consolidated the Consolidated Action and the Alvarez action.

11 58. On July 20, 2017, Plaintiffs filed a Consolidated Second Amended Class
12 Action Complaint, which added Patriz as a named plaintiff.

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

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

27 61. On June 22, 2018, the Parties filed a Joint Brief Re: Plaintiffs’ Motion
28 for Class Certification. On March 29, 2019, the Court issued an Order Re: Class

1 Certification, granting in part and denying in part Plaintiffs' Motion for Class
2 Certification.

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

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

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

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

22 66. On June 2, 2020, the Parties participated in a private mediation session
23 with mediator Mark Rudy, Esq. The Parties participated in a second mediation
24 session with Mr. Rudy on June 9, 2020. At the end of the second mediation, Mr.
25 Rudy made a mediator's proposal outlining the material terms of a proposed class
26 action settlement. On June 16, 2020, the Parties accepted the mediator's proposal,
27 subject to the Parties entering into a more comprehensive written settlement
28 agreement.

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

15 68. Benefits of Settlement to Defendants. Defendants have concluded that
16 any further defense of the Actions would be protracted and expensive for all Parties.
17 Substantial amounts of Defendants' time, energy, and resources have been and,
18 unless this Settlement is completed, shall continue to be devoted to the defense of the
19 claims asserted by Plaintiffs. Defendants have also taken into account the risks of
20 further litigation in reaching their decision to enter into this Settlement. Even though
21 Defendants contend they are not liable for any of the claims alleged by Plaintiffs in
22 the Actions, Defendants have agreed, nonetheless, to settle in the manner and upon
23 the terms set forth in this Stipulation and to put to rest the claims alleged in this
24 Actions. Defendants have asserted and continue to assert that the claims alleged by
25 Plaintiffs have no merit and do not give rise to any liability, damages, restitution,
26 penalties, or other payments. This Stipulation is a compromise of disputed claims.
27 Nothing contained in this Stipulation, no documents referred to herein, and no action
28 taken to carry out this Stipulation, shall be construed or used as an admission by or

1 against Defendants as to the merits or lack thereof of the claims asserted in the
2 Actions. Defendants contend they have complied with all applicable state, federal,
3 and local laws.

4 **TERMS OF SETTLEMENT**

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

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

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

21 71. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no
22 provision of this Stipulation, and no written communication or disclosure between or
23 among the Parties, Plaintiffs' Counsel, or Defense Counsel and other advisers, is or
24 was intended to be, nor shall any such communication or disclosure constitute or be
25 construed or be relied upon as, tax advice within the meaning of United States
26 Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
27 acknowledging party (a) has relied exclusively upon his, her, or its own, independent
28 legal and tax counsel for advice (including tax advice) in connection with this

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

10 72. Preliminary Approval of Settlement. Plaintiffs shall move the Court to
11 enter the Preliminary Approval Order, thereby provisionally certifying the class for
12 settlement purposes only and setting a Final Approval Hearing date. The Parties
13 agree to work diligently and cooperatively to have this Settlement presented to the
14 Court for preliminary approval. The Preliminary Approval Order shall provide,
15 among other things, for class certification under Federal Rule of Civil Procedure
16 23(e) of all Released Claims in Paragraph 74.a not previously certified by the Court
17 for the Class Periods, for collective action certification under 29 U.S.C. § 216(b) of
18 all Released Claims in Paragraph 74.c for the FLSA Settlement Class, and for the
19 Notice Packet to be sent to Class Members as specified herein.

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

24 74. Release of Claims.

25 a. Participating Class Members' Released Claims. Upon the
26 Effective Date, all Participating Class Members shall be deemed to have released the
27 Released Parties of any and all claims, demands, rights, liabilities, and/or causes of
28 action that were pleaded or could have been pleaded based upon the factual

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

9 b. Aggrieved Employees' Released Claims. In addition to the
10 release set forth in Paragraph 75.a. above, upon the Effective Date, all Aggrieved
11 Employees shall be deemed to have released the Released Parties of any and all
12 claims and/or causes of action under PAGA which are based upon the factual
13 allegations set forth in the operative complaint and arising at any time during the
14 respective PAGA Period.

15 c. FLSA Settlement Class Members' Released Claims. In addition
16 to the releases set forth in Paragraphs 74.a. and/or 74.b. above, all FLSA Settlement
17 Class Members shall be deemed to have released the Released Parties of any claims
18 they may have under the FLSA as related to the claims that were made or arise out
19 of the facts asserted in the operative complaint and arising at any time during the
20 FLSA Settlement Period.

21 d. Plaintiffs' Released Claims. In addition to the releases set forth
22 in Paragraphs 74.a., 74.b., and/or 74.c. above, upon the Effective Date, Plaintiffs shall
23 release the Released Parties of any and all claims, demands, rights, liabilities, and/or
24 causes, of any form whatsoever, arising under federal, state, local, or common laws,
25 rules, or regulations, whether known or unknown, unforeseen, unanticipated,
26 unsuspected or latent, that have been or could have been asserted by Plaintiffs, or
27 Plaintiffs' heirs, successors and/or assigns, whether directly, indirectly,
28 representatively, derivatively or in any other capacity, against Defendants or any of

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

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

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

25 Notwithstanding the provisions of section 1542, and for the purpose of
26 implementing a full and complete release, Plaintiffs expressly acknowledge that this
27 Settlement is intended to include in its effect, without limitation, all claims which
28

1 Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof,
2 and that the Settlement contemplates the extinguishment of all such claims.

3 75. Settlement Administration.

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

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

20 ii. Notice by Publication. On or before the date that Notice
21 Packets are mailed to Class Members, the Settlement Administrator shall cause the
22 Publication Notice to be published in English and Spanish-language newspapers of
23 general circulation in San Joaquin and Stanislaus Counties, California in a manner
24 intended to provide the best notice that is practicable under the circumstances for
25 Class Members who worked at the Oakdale facility and who are not included in the
26 Class Information. In addition, notice will be provided by internet publication in the
27 form of Google and Facebook advertisements, or similar internet-based
28 advertisements, which shall notify Class Members of the Settlement and direct them

1 to a website maintained by the Settlement Administrator to obtain additional
2 information regarding the Settlement and a Claim Form which individuals who
3 believe they are Class Members but did not receive a Notice Packet may submit to
4 the Settlement Administrator. With the individual notice by mail described above,
5 the Parties agree that this procedure for notice provides the best notice practicable to
6 Class Members and fully complies with due process.

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

23 iv. Determination of Individual Settlement Payments. The
24 Settlement Administrator shall determine the eligibility for, and the amount of, each
25 Individual Settlement Payment under the terms of this Stipulation. The Settlement
26 Administrator's determination of the eligibility for and amount of each Individual
27 Settlement Payment shall be binding upon the Class Member and the Parties, yet
28 subject to review by Plaintiffs' Counsel, Defense Counsel, and the Court. In the

1 absence of fraud or gross negligence, Defendants' records shall be presumed
2 accurate.

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

9 b. Exclusions. The Class Notice and Publication Notice shall
10 explain that Class Members who wish to exclude themselves from the class and
11 Settlement must submit a Request for Exclusion Form to the Settlement
12 Administrator by the Response Deadline. All Class Members will be given the
13 opportunity to opt out of the Settlement, regardless of whether the Class Member
14 previously was mailed the Notice of Certified Class Action. The Request for
15 Exclusion Form must: (1) contain the name, address, and telephone number of the
16 Class Member requesting exclusion; (2) be signed by the Class Member; and (3) be
17 postmarked by the Response Deadline and returned to the Settlement Administrator
18 at the specified address. Subject to review by Class Counsel, Defense Counsel, and
19 the Court, the date of the postmark on the return mailing envelope on the Request for
20 Exclusion Form shall be the exclusive means used by the Settlement Administrator
21 to determine whether a Class Member has timely requested exclusion from the class
22 and Settlement. Any Class Member who timely and properly requests to be excluded
23 from the class and Settlement shall not be entitled to any benefits under the
24 Settlement and shall not be bound by the terms of the Settlement, nor shall the Class
25 Member have any right to object to the Settlement or appeal from the entry of the
26 Judgment. Class Members who do not submit a valid and timely Request for
27 Exclusion Form on or before the Response Deadline shall be bound by all terms of
28 the Settlement and the Judgment entered in the Actions if the Settlement is finally

1 approved by the Court. No later than ten (10) days after the Response Deadline, the
2 Settlement Administrator shall provide counsel for the Parties a complete list of all
3 Class Members who submitted a timely and valid Request for Exclusion Form.

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

19 d. Submission of Claim Forms and Disputes Regarding Eligibility
20 for an Individual Settlement Payment and/or the Number of Compensable
21 Workweeks. If a Class Member was not included in the Class Information, the Class
22 Member must submit a completed Claim Form and any supporting documentation to
23 the Settlement Administrator by the Response Deadline. If a Class Member was
24 included in the Class Information and disagrees with the number of Compensable
25 Workweeks stated on the Information Sheet, the Class Member must send a letter to
26 the Settlement Administrator by the Response Deadline stating the reasons why the
27 Class Member disputes the number of Compensable Workweeks in the Information
28 Sheet and provide any supporting documentation. The Settlement Administrator will

1 evaluate the Claim Forms and disputes and any evidence submitted by the Class
2 Member and make a decision as to the Class Member's eligibility for an Individual
3 Settlement Payment, the number of Compensable Workweeks that should be applied,
4 and/or the Individual Settlement Payment to which the Class Member is entitled. The
5 Settlement Administrator's decision shall be final, and not subject to challenge by
6 motion or appeal.

7 e. Submission of FLSA Opt-In Forms. The Settlement
8 Administrator shall include in the Notice Packet an FLSA Opt-In Form for each Class
9 Member who worked for Defendants within three (3) years of the date of the mailing
10 of the Notice Packets to Class Members. In order to receive a share of the FLSA
11 Fund, Class Members must complete and return the FLSA Opt-In Form to the
12 Settlement Administrator at the specified address, postmarked by the Response
13 Deadline. Subject to review by Class Counsel, Defense Counsel, and the Court, the
14 date of the postmark on the return mailing envelope on the FLSA Opt-In Form shall
15 be the exclusive means used by the Settlement Administrator to determine whether a
16 Class Member has timely submitted an FLSA Opt-In Form. The date of the postmark
17 on the return envelope shall also be used to determine the date on which the Class
18 Member gave their consent to "opt in" as a party plaintiff in this action pursuant to
19 the Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b) and will be used to calculate
20 the Class Member's pro rata share of the FLSA Fund, as set forth herein.

21 f. Monitoring and Reviewing Settlement Administration. The
22 Parties have the right to monitor and review the administration of the Settlement to
23 verify that the monies allocated under the Settlement are distributed in the correct
24 amount, as provided for in this Stipulation.

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

27 76. Right of Defendants to Reject Settlement. If ten percent (10%) or more
28 of the Class Members submit valid Request for Exclusion Forms, Defendants will

1 have the right, but not the obligation, to void the Settlement and the Parties will have
2 no further obligations under the Settlement, including any obligation by Defendants
3 to pay the Maximum Settlement Amount, or any amounts that otherwise would have
4 been owed under this Stipulation, except that Defendants will pay the Settlement
5 Administration Costs incurred as of the date that Defendants exercise their right to
6 void the Settlement. Defendants will notify Class Counsel and the Court whether
7 they are exercising this right to void not later than seven (7) days after the Settlement
8 Administrator notifies the Parties of the number of valid Request for Exclusion
9 Forms it has received.

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

17 a. Individual Settlement Payments. Class Members who are
18 identified in the Class Information shall not be required to submit a claim in order to
19 receive a share of the Net Settlement Amount. Class Members who are not identified
20 in the Class Information shall receive a share of the Net Settlement Amount after
21 submitting sufficient information to the Settlement Administrator for the Settlement
22 Administrator to determine the Class Member's eligibility for an Individual
23 Settlement Payment pursuant to Paragraph 75.d above. No portion of the Maximum
24 Settlement Amount shall revert to Defendants or result in an unpaid residue.
25 Individual Settlement Payments shall be paid by the Settlement Administrator from
26 the Net Settlement Amount pursuant to the formula set forth herein. Individual
27 Settlement Payments shall be mailed by the Settlement Administrator by regular First
28 Class U.S. Mail to each Participating Class Member's last known mailing address

1 within fourteen (14) days after Defendants provide the Settlement Administrator with
2 the Maximum Settlement Amount. Prior to mailing the Individual Settlement
3 Payments, the Settlement Administrator shall perform a search based on the National
4 Change of Address Database maintained by the United States Postal Service to
5 update and correct any known or identifiable address changes.

6 i. Each Participating Class Member's Individual Settlement
7 Payment shall be calculated solely by the Settlement Administrator according to the
8 following formula:

9 (1) The Settlement Administrator shall divide the Net
10 Settlement Amount by the total number of Compensable Workweeks for all
11 Participating Class Members resulting in a value for each week worked by the
12 Participating Class Members during the Class Periods ("Workweek Value").

13 (2) Each Participating Class Member's Individual
14 Settlement Payment will be calculated by multiplying the number of Compensable
15 Workweeks for the Participating Class Member by the Workweek Value.

16 (3) In addition, all Aggrieved Employees shall receive a
17 pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees
18 based on the Aggrieved Employee's Compensable Workweeks during the applicable
19 PAGA Period for the Aggrieved Employee.

20 (4) FLSA Settlement Class Members shall also receive
21 a pro rata share of the FLSA Fund based on the number of weeks the FLSA
22 Settlement Class Member worked during the FLSA Settlement Period.

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

26 iii. Individual Settlement Payments shall be allocated as
27 follows: one-third (1/3) as wages subject to all applicable tax withholdings, one-third
28 (1/3) as non-wage penalties not subject to payroll tax withholdings, and one-third

1 (1/3) as interest not subject to payroll tax withholdings. The Settlement
2 Administrator shall issue an IRS Form W-2 to each Participating Class Member for
3 the portion of each Individual Settlement Payment allocated as wages and subject to
4 all applicable tax withholdings. The Settlement Administrator shall issue IRS Form
5 1099s to each Participating Class Member for the portions of each Individual
6 Settlement Payment allocated as non-wage penalties and as interest and not subject
7 to payroll tax withholdings. The Settlement Administrator shall calculate the amount
8 of the Employer's Share of Payroll Taxes and shall remit and report the applicable
9 portions of the payroll tax payment to Defendants and/or to the appropriate taxing
10 authorities in a timely manner.

11 iv. Individual Settlement Payment checks shall remain
12 negotiable for one hundred eighty (180) days from the date of mailing. If an
13 Individual Settlement Payment check remains uncashed after one hundred eighty
14 (180) days from issuance, the Settlement Administrator shall distribute the value of
15 the uncashed check to the State Controller's Office Unclaimed Property Fund in the
16 name of the Participating Class Member. In such event, such Class Members shall
17 nevertheless remain bound by the Settlement.

18 v. All monies received by Participating Class Members under
19 the Settlement which are attributable to wages shall constitute income to such
20 Participating Class Members solely in the year in which such monies actually are
21 received by the Participating Class Members. It is expressly understood and agreed
22 that the receipt of Individual Settlement Payments shall not entitle any Participating
23 Class Member, Aggrieved Employee, or FLSA Settlement Class Member to
24 additional compensation or benefits under any collective bargaining agreement or
25 under any bonus, contest, or other compensation or benefit plan or agreement in place
26 during the period covered by the Settlement, nor shall it entitle any Participating
27 Class Member, Aggrieved Employee, or FLSA Settlement Class Member to any
28 increased pension and/or retirement, or other deferred compensation benefits. It is

1 the intent of the Parties that Individual Settlement Payments provided for in this
2 Stipulation are the sole payments to be made by Defendants to Participating Class
3 Members, Aggrieved Employees, and FLSA Settlement Class Members in
4 connection with this Settlement, with the exception of Plaintiffs, and that
5 Participating Class Members, Aggrieved Employees, and FLSA Settlement Class
6 Members are not entitled to any new or additional compensation or benefits as a result
7 of having received the Individual Settlement Payments. Furthermore, the receipt of
8 Individual Settlement Payments by Participating Class Members, Aggrieved
9 Employees, and FLSA Settlement Class Members shall not, and does not, by itself
10 establish any general, special, or joint employment relationship between and among
11 the Participating Class Member(s) and Defendants.

12 b. Class Representative Service Awards. Subject to Court approval,
13 each Plaintiff other than Verduzco and Villar shall be paid a Class Representative
14 Service Award not to exceed Ten Thousand Dollars (\$10,000.00), or any lesser
15 amount as awarded by the Court, for their time and effort in bringing and presenting
16 the Actions and for releasing their Released Claims. Subject to Court approval,
17 Verduzco and Villar shall be paid a Class Representative Service Award not to
18 exceed Five Thousand Dollars (\$5,000.00), or any lesser amount as awarded by the
19 Court, for his time and effort in bringing and presenting the Actions and for releasing
20 his Released Claims. Defendants shall not oppose or object to Plaintiffs' request for
21 Class Representative Service Awards in an amount not to exceed Ten Thousand
22 Dollars (\$10,000.00) for each Plaintiff other than Verduzco and Villar and in an
23 amount not to exceed Five Thousand Dollars (\$5,000.00) each for Verduzco and
24 Villar. The Class Representative Service Awards shall be paid to Plaintiffs from the
25 Maximum Settlement Amount no later than ten (10) days after Defendants provide
26 the Settlement Administrator with the Maximum Settlement Amount. The
27 Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for their
28 respective Class Representative Service Awards. Plaintiffs shall be solely and legally

1 responsible to pay any and all applicable taxes on their Class Representative Service
2 Awards and shall hold harmless Defendants, Plaintiffs' Counsel, and Defense
3 Counsel from any claim or liability for taxes, penalties, or interest arising as a result
4 of payment of the Class Representative Service Awards. The Class Representative
5 Service Awards shall be made in addition to Plaintiffs' Individual Settlement
6 Payments. Any amount requested by Plaintiffs for the Class Representative Service
7 Awards and not awarded by the Court shall become part of the Net Settlement
8 Amount and shall be distributed to Participating Class Members as part of their
9 Individual Settlement Payments.

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

1 Settlement Amount. Plaintiffs' Counsel shall be solely and legally responsible to pay
2 all applicable taxes on the Attorneys' Fees and Costs. The Settlement Administrator
3 shall issue IRS Forms 1099 to Plaintiffs' Counsel for the Attorneys' Fees and Costs.
4 This Settlement is not conditioned upon the Court awarding Plaintiffs' Counsel any
5 particular amount of attorneys' fees or costs.

6 d. FLSA Fund. One Hundred Thousand Dollars (\$100,000.00) from
7 the Maximum Settlement Amount shall be distributed to the FLSA Settlement Class
8 Members as part of their Individual Settlement Payments, as set forth herein.

9 e. PAGA Payment. Three Hundred Sixty Thousand Dollars
10 (\$360,000.00) from the Maximum Settlement Amount shall be allocated as penalties
11 under PAGA, of which Two Hundred Seventy Thousand Dollars (\$270,000.00) shall
12 be paid by the Settlement Administrator directly to the LWDA. The remaining
13 Ninety Thousand Dollars (\$90,000.00) shall be distributed to Aggrieved Employees
14 as part of their Individual Settlement Payments, as set forth herein.

15 f. Settlement Administration Costs. The Settlement Administration
16 fees and expenses, which are estimated not to exceed Seventy-Five Thousand Dollars
17 (\$75,000.00), shall be paid from the Maximum Settlement Amount. Prior to
18 Plaintiffs filing a motion for final approval of the Settlement, the Settlement
19 Administrator shall provide the Parties with a statement detailing the Settlement
20 Administration Costs to date. The Parties agree to cooperate in the settlement
21 administration process and to make all reasonable efforts to control and minimize
22 Settlement Administration Costs.

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

26 ii. The Settlement Administrator shall keep the Parties timely
27 apprised of the performance of all Settlement Administrator responsibilities required
28 by the Settlement. The Settlement Administrator shall be authorized to establish a

1 QSF pursuant to IRS rules and regulations in which the Maximum Settlement
2 Amount and the Employer's Share of Payroll Taxes shall be placed and from which
3 payments required by the Settlement shall be made. The Settlement Administrator
4 shall establish the QSF no later than fifteen (15) days after the Effective Date.

5 78. Final Settlement Approval Hearing and Entry of Judgment. Following
6 expiration of the Response Deadline, a Final Approval Hearing shall be conducted
7 to determine whether to grant final approval of the Settlement, including
8 determining the amounts properly payable for: (i) Attorneys' Fees and Costs;
9 (ii) Class Representative Service Awards; and (iii) the PAGA Payment. Prior to the
10 Final Approval Hearing, the Settlement Administrator shall provide a written report
11 or declaration to the Parties describing the process and results of the administration
12 of the Settlement to date, which report or declaration shall be filed by Plaintiffs with
13 the Court prior to the Final Approval Hearing.

14 79. Nullification of Settlement. In the event: (i) the Court does not enter the
15 Preliminary Approval Order; (ii) the Court does not grant final approval the
16 Settlement; (iii) the Court does not enter the Judgment; or (iv) the Settlement does
17 not become final for any other reason, this Stipulation shall be rendered null and void,
18 any order or judgment entered by the Court in furtherance of this Settlement shall be
19 treated as void from the beginning and this Stipulation and any documents related to
20 it shall not be used by any Class Member or Plaintiffs' Counsel to support any claim
21 or request for class certification in the Actions, and shall not be used in any other
22 civil, criminal, or administrative action against Defendants or any of the other
23 Released Parties. If Defendants elect to revoke the Settlement, as specified in
24 Paragraph 76, the Parties and any monies required to be paid under this Settlement
25 shall be returned to their respective statuses as of the date and time immediately prior
26 to the execution of this Stipulation, and the Parties shall proceed in all respects as if
27 this Stipulation had not been executed, except that any Settlement Administration
28 Costs already incurred by the Settlement Administrator shall be paid to the

1 Settlement Administrator by Defendants. In the event an appeal is filed from the
2 order granting final approval or Judgment, or any other appellate review is sought,
3 administration of the Settlement shall be stayed pending final resolution of the appeal
4 or other appellate review. Any fees incurred by the Settlement Administrator prior
5 to it being notified of the filing of an appeal from the Judgment, or any other appellate
6 review, shall be paid by Defendants to the Settlement Administrator.

7 80. Confidentiality. Plaintiffs and Plaintiffs' Counsel shall not hold any
8 press conferences or issue any press releases with respect to this matter at any time.
9 Until the Parties submit a request for preliminary approval of the Settlement to the
10 Court, Plaintiffs and Plaintiffs' Counsel will keep the terms of this Stipulation
11 confidential. Prior to preliminary approval of the Settlement, Plaintiffs and
12 Plaintiffs' Counsel will not discuss the Actions or the Settlement or otherwise
13 disclose the terms of this Stipulation with third parties, other than the Parties' tax
14 advisors, or except as necessary to effectuate the terms of this Stipulation. After final
15 approval of the Settlement, the Parties, Plaintiffs' Counsel, and Defense Counsel
16 shall not issue any public statements with respect to the Actions or the Settlement,
17 except as required by law.

18 81. No Admission by Defendants. Defendants deny all claims alleged in
19 the Actions and deny all wrongdoing whatsoever by Defendants. Neither this
20 Stipulation, nor any of its terms and conditions, nor any of the negotiations connected
21 with it, is a concession or admission, and none shall be used against Defendants as
22 an admission or indication with respect to any claim of any fault, concession, or
23 omission by Defendants or that class certification is proper under the standard applied
24 to contested certification motions. The Parties stipulate and agree to the certification
25 of the proposed class for settlement purposes only (separate from, and independently
26 of, the previous certification granted in the case). The Parties further agree that this
27 Stipulation shall not be admissible in this or any other proceeding as evidence that
28

1 either (i) a class action should be certified or (ii) Defendants are liable to Plaintiffs
2 or any Class Member, other than according to the terms of this Stipulation.

3 82. Exhibits and Headings. The terms of this Stipulation include the terms
4 set forth in any attached Exhibits, which are incorporated by this reference as though
5 fully set forth herein. The Exhibits to this Stipulation are an integral part of the
6 Settlement. The descriptive headings of any paragraphs or sections of this Stipulation
7 are inserted for convenience of reference only.

8 83. Amendment or Modification. This Stipulation may be amended or
9 modified only by a written instrument signed by Class Counsel and Defense Counsel
10 or their successors-in-interest.

11 84. Entire Agreement. This Stipulation and any attached exhibits constitute
12 the entire agreement between the Parties, and no oral or written representations,
13 warranties, or inducements have been made to Plaintiffs or Defendants concerning
14 this Stipulation or its exhibits other than the representations, warranties, and
15 covenants contained and memorialized in this Stipulation and its exhibits. No other
16 prior or contemporaneous written or oral agreements may be deemed binding on the
17 Parties.

18 85. Authorization to Enter into Settlement Agreement. Plaintiffs' Counsel
19 and Defense Counsel warrant and represent they are expressly authorized by the
20 Parties whom they represent to negotiate this Stipulation and to take all appropriate
21 actions required or permitted to be taken by such Parties pursuant to this Stipulation
22 to effectuate its terms, and to execute any other documents required to effectuate the
23 terms of this Stipulation. The Parties, Plaintiffs' Counsel, and Defense Counsel shall
24 cooperate with each other and use their best efforts to effect the implementation of
25 the Settlement. In the event the Parties are unable to reach agreement on the form or
26 content of any document needed to implement the Settlement, or on any supplemental
27 provisions that may become necessary to effectuate the terms of this Settlement, the
28 Parties may seek the assistance of the Court and/or mediator Mark Rudy to resolve

1 such disagreement. The person(s) signing this Stipulation on behalf of Defendants
2 represents and warrants that they are authorized to sign this Stipulation on behalf of
3 Defendants. Plaintiffs represent and warrant that they are authorized to sign this
4 Stipulation and that they have not assigned any claim, or part of a claim, covered by
5 this Settlement to a third-party. The Parties have cooperated in the drafting and
6 preparation of this Stipulation. Hence, in any construction made of this Stipulation,
7 the same shall not be construed against any of the Parties.

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

10 87. California Law Governs. All terms of this Stipulation and the Exhibits
11 hereto shall be governed by and interpreted according to the laws of the State of
12 California, without giving effect to any law that would cause the laws of any
13 jurisdiction other than the State of California to be applied.

14 88. Counterparts. This Stipulation may be executed in one or more
15 counterparts. All executed counterparts and each of them shall be deemed to be one
16 and the same instrument.

17 89. Jurisdiction of the Court. Following entry of the Judgment, the Court
18 shall retain jurisdiction with respect to the interpretation, implementation, and
19 enforcement of the terms of this Stipulation and all orders and judgments entered in
20 connection therewith, and the Parties, Plaintiffs' Counsel, and Defense Counsel
21 submit to the jurisdiction of the Court for purposes of interpreting, implementing,
22 and enforcing the Settlement embodied in this Stipulation and all orders and
23 judgments entered in connection therewith.

24 90. Invalidity of Any Provision. Before declaring any term or provision of
25 this Stipulation invalid, the Parties request that the Court first attempt to construe the
26 terms or provisions valid to the fullest extent possible consistent with applicable
27 precedents so as to define all provisions of this Stipulation as valid and enforceable.
28

1 91. Binding Nature of Notice of Class Action Settlement. It is agreed that
2 because the Class Members are so numerous, it is impossible or impractical to have
3 each Class Member execute the Stipulation. The Class Notice and Publication Notice
4 shall advise all Class Members of the binding nature of the Settlement and the release
5 of Released Claims and shall have the same force and effect as if this Stipulation
6 were executed by each Participating Class Member.

7
8 Dated: 2/8/2021, 2021

Moises Negrete
Plaintiff Moises Negrete

9
10
11 Dated: 2/6/2021, 2021

Steven Anderson
Plaintiff Steven Anderson

12
13
14 Dated: 2/6/2021, 2021

Felicia Avila
Plaintiff Felicia Avila

15
16
17
18 Dated: _____, 2021

As Heir to Plaintiff Richard Cruse

19
20
21
22 Dated: _____, 2021

Plaintiff Abraham Ibarra

23
24
25 Dated: 2/6/2021, 2021

Ruben Maldonado
Plaintiff Ruben Maldonado

1 the release of Released Claims and shall have the same force and effect as if this
2 Stipulation were executed by each Participating Class Member.

3
4 Dated: _____, 2021

Plaintiff Moises Negrete

5
6
7 Dated: _____, 2021

Plaintiff Steven Anderson

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9
10 Dated: _____, 2021

Plaintiff Felicia Avila

11
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13 Dated: 2 feb, 2021



As Heir to Plaintiff Richard Cruse

14
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18 Dated: _____, 2021

Plaintiff Abraham Ibarra

19
20
21 Dated: _____, 2021

Plaintiff Ruben Maldonado

22
23
24 Dated: _____, 2021

Plaintiff Jordyn Njoroge

1 91. Binding Nature of Notice of Class Action Settlement. It is agreed that
2 because the Class Members are so numerous, it is impossible or impractical to have
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4 shall advise all Class Members of the binding nature of the Settlement and the release
5 of Released Claims and shall have the same force and effect as if this Stipulation
6 were executed by each Participating Class Member.

7
8 Dated: _____, 2021

Plaintiff Moises Negrete

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11 Dated: _____, 2021

Plaintiff Steven Anderson

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15 Dated: _____, 2021

Plaintiff Felicia Avila

16
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18 Dated: _____, 2021

As Heir to Plaintiff Richard Cruse

19
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21
22 Dated: FEBRUARY 6th, 2021

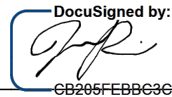
Abraham Ibarra
Plaintiff Abraham Ibarra

23
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25 Dated: _____, 2021

Plaintiff Ruben Maldonado

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Dated: 2/8/2021, 2021

DocuSigned by:

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Plaintiff Jordyn Njoroge

Dated: _____, 2021

Plaintiff Anita del Rosario Patríz

Dated: _____, 2021

Plaintiff Frank Perez

Dated: _____, 2021

Plaintiff Justin Soto

Dated: _____, 2021

Plaintiff Arturo Verduzco

Dated: _____, 2021

Plaintiff Valentin Villar

Dated: _____, 2021

Plaintiff Felix Villela

Dated: _____, 2021

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

By: [Name]
[Title]

1 Dated: _____, 2021

2 Plaintiff Jordyn Njoroge

3
4 Dated: 2/5/2021, 2021

5 
6 Plaintiff Anita del Rosario Patríz

7
8 Dated: 2/6/2021, 2021

9 
10 Plaintiff Frank Perez

11 Dated: 2/5/2021, 2021

12 
13 Plaintiff Justin Soto

14
15 Dated: _____, 2021

16 Plaintiff Arturo Verduzco

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18 Dated: _____, 2021

19 Plaintiff Valentin Villar

20
21 Dated: 2/6/2021, 2021

22 
23 Plaintiff Felix Villela

24 Dated: _____, 2021

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

27 By: [Name]
28 [Title]

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Dated: _____, 2021

Plaintiff Jordyn Njoroge

Dated: _____, 2021

Plaintiff Anita del Rosario Patriz

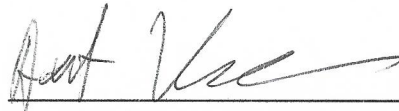
Dated: _____, 2021

Plaintiff Frank Perez

Dated: _____, 2021

Plaintiff Justin Soto

Dated: 02-05, 2021



Plaintiff Arturo Verduzco

Dated: _____, 2021

Plaintiff Valentin Villar

Dated: _____, 2021

Plaintiff Felix Villela

Dated: _____, 2021

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

By: [Name]
[Title]

1 Dated: _____, 2021 _____
2 Plaintiff Jordyn Njoroge
3
4
5 Dated: _____, 2021 _____
6 Plaintiff Anita del Rosario Patríz
7
8 Dated: _____, 2021 _____
9 Plaintiff Frank Perez
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11 Dated: _____, 2021 _____
12 Plaintiff Justin Soto
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15 Dated: _____, 2021 _____
16 Plaintiff Arturo Verduzco
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18 Dated: 6 _____, 2021  _____
19 Plaintiff Valentin Villar
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21 Dated: _____, 2021 _____
22 Plaintiff Felix Villela
23
24 Dated: _____, 2021 _____
25 Defendant Conagra Brands, Inc. f/k/a
26 ConAgra Foods, Inc.
27 By: [Name]
28 [Title]

1 Dated: _____, 2021

Plaintiff Jordyn Njoroge

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4 Dated: _____, 2021

Plaintiff Anita del Rosario Patríz

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7 Dated: _____, 2021

Plaintiff Frank Perez

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Plaintiff Justin Soto

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13 Dated: _____, 2021

Plaintiff Arturo Verduzco

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16 Dated: _____, 2021

Plaintiff Valentin Villar

17
18
19 Dated: _____, 2021

Plaintiff Felix Villela

20
21
22 Dated: February 5, 2021



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

23
24
25
26
27 By: Carey Bartell
Vice President & Chief Counsel, Conagra
28

1 Dated: 2/8/21, 2021

Brands, Inc.

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

4 By: Scott Gross
5 Vice President & Chief Employment
6 Counsel, TreeHouse Foods, Inc.

7 Dated: February 5, 2021

8 Defendant ConAgra Foods Packaged Foods,
9 LLC

10 By: Carey Bartell
11 Vice President & Chief Counsel, Conagra
12 Brands, Inc.

13 Approved as to form and content:

14 Dated: _____, 2021

MATERN LAW GROUP, PC

15 By:

16 MATTHEW J. MATERN
17 LAUNA ADOPLH
18 DEANNA S. LEIFER

19 Attorneys for MOISES NEGRETE,
20 STEVEN ANDERSON, FELICIA AVILA,
21 RUBEN MALDONADO, ANITA DEL
22 ROSARIO PATRIZ, FRANK PEREZ,
23 JUSTIN SOTO, and FELIX VILLELA and
24 the CLASS MEMBERS

25 Dated: _____, 2021

RASTEGAR LAW GROUP, APC

26 By:

27 FARZAD RASTEGAR
28 DOUGLAS PERLMAN

Attorneys for Plaintiff VALENTIN VILLAR
and the CLASS MEMBERS

1 Dated: _____, 20201

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

4 By: [Name]
5 [Title]

6 Dated: _____, 2021

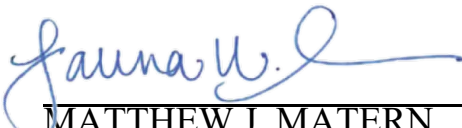
7 Defendant ConAgra Foods Packaged Foods,
8 LLC

9 By: [Name]
10 [Title]

11 Approved as to form and content:

12
13 Dated: 2/8/2021, 2021

MATERN LAW GROUP, PC

14
15 By: 
16 MATTHEW J. MATERN
17 LAUNA ADOPLH
18 DEANNA S. LEIFER

18 Attorneys for MOISES NEGRETE,
19 STEVEN ANDERSON, FELICIA AVILA,
20 RUBEN MALDONADO, ANITA DEL
21 ROSARIO PATRIZ, FRANK PEREZ,
22 JUSTIN SOTO, and FELIX VILLELA and
23 the CLASS MEMBERS

24 Dated: _____, 2021

RASTEGAR LAW GROUP, APC

25 By: _____
26 FARZAD RASTEGAR
27 DOUGLAS PERLMAN

28 Attorneys for Plaintiff VALENTIN VILLAR
and the CLASS MEMBERS

1 Dated: _____, 2020

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

4 By: [Name]
5 [Title]

6 Dated: _____, 2021

7 Defendant ConAgra Foods Packaged Foods,
8 LLC

9 By: [Name]
10 [Title]

11 Approved as to form and content:

12
13 Dated: _____, 2021

MATERN LAW GROUP, PC

14
15 By:

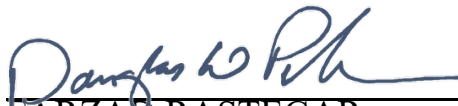
16 MATTHEW J. MATERN
17 LAUNA ADOPLH
18 DEANNA S. LEIFER

18 Attorneys for MOISES NEGRETE,
19 STEVEN ANDERSON, FELICIA AVILA,
20 RUBEN MALDONADO, ANITA DEL
21 ROSARIO PATRIZ, FRANK PEREZ,
22 JUSTIN SOTO, and FELIX VILLELA and
23 the CLASS MEMBERS

24 Dated: February 8, 2021

RASTEGAR LAW GROUP, APC

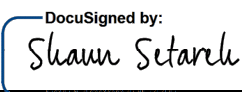
25 By:

26 
27 FARZAD RASTEGAR
28 DOUGLAS PERLMAN

Attorneys for Plaintiff VALENTIN VILLAR
and the CLASS MEMBERS

1 Dated: 02/08/2020, 2021

SETAREH LAW GROUP

2
3 By: 

4 **SHAUN SETAREH**
WILLIAM M. PAO

5 Attorneys for Plaintiff JORDYN NJOROGÉ

6
7 Dated: _____, 2021

THE DOWNEY LAW FIRM, LLC

8
9 By: _____
10 **PHILIP A. DOWNEY**

11 Attorneys for Plaintiffs RICHARD
12 CRUSE, ABRAHAM IBARRA, and
ARTURO VERDUZCO

13 Dated: _____, 2021

HUSCH BLACKWELL LLP

14
15 By: _____
16 **JOSEF S. GLYNIAS**
ANDREW J. WEISSLER
SCOTT D. MEYERS

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

1 Dated: _____, 2021

SETAREH LAW GROUP

2
3 By:

4 SHAUN SETAREH
5 WILLIAM M. PAO

6 Attorneys for Plaintiff JORDYN NJOROGÉ

7 Dated: February 8th, 2021

THE DOWNEY LAW FIRM, LLC

8
9 By:

10 PHILIP A. DOWNEY

11 Attorneys for Plaintiffs RICHARD
12 CRUSE, ABRAHAM IBARRA, and
13 ARTURO VERDUZCO

14 Dated: _____, 2021

HUSCH BLACKWELL LLP

15 By:

16 JOSEF S. GLYNIAS
17 ANDREW J. WEISSLER
18 SCOTT D. MEYERS

19 Attorneys for Defendants CONAGRA
20 BRANDS, INC. (f/k/a CONAGRA
21 FOODS, INC.), TREEHOUSE PRIVATE
22 BRANDS, INC. (f/k/a RALCORP
23 HOLDINGS, INC.), and CONAGRA
24 FOODS PACKAGED FOODS, INC.
25
26
27
28

1 Dated: _____, 2021

SETAREH LAW GROUP

2
3 By: _____

4 **SHAUN SETAREH**
5 **WILLIAM M. PAO**

6 Attorneys for Plaintiff JORDYN NJOROGÉ

7 Dated: _____, 2021

THE DOWNEY LAW FIRM, LLC

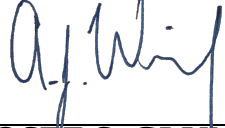
8
9 By: _____

10 **PHILIP A. DOWNEY**

11 Attorneys for Plaintiffs RICHARD
12 CRUSE, ABRAHAM IBARRA, and
13 ARTURO VERDUZCO

14 Dated: February 8, 2021

HUSCH BLACKWELL LLP

15 By:  _____

16 **JOSEF S. GLYNNIAS**
17 **ANDREW J. WEISSLER**
18 **SCOTT D. MEYERS**

19 Attorneys for Defendants CONAGRA
20 BRANDS, INC. (f/k/a CONAGRA
21 FOODS, INC.), TREEHOUSE PRIVATE
22 BRANDS, INC. (f/k/a RALCORP
23 HOLDINGS, INC.), and CONAGRA
24 FOODS PACKAGED FOODS, INC.
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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. If you are a member of the FLSA Settlement Class, as defined below, you must submit an FLSA Opt-In Form to receive a share of the FLSA Fund.
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 January 15, 2021.
- 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

Defendants’ Counsel

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

310-531-1900

314-480-1500

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

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; (e) the FLSA Fund; and (f) 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. All Class Members are eligible to receive an Individual Settlement Payment. Individual Settlement Payments will be calculated based on the following formula:

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, the FLSA Fund, and the PAGA payment, there will be a Net Settlement Amount. The Settlement Administrator will divide the Net Settlement Amount by the total number of Compensable Workweeks for all Participating Class Members resulting in a value for each week worked by the Participating Class Members during the Class Periods (“Workweek Value”). Each Participating Class Member’s Individual Settlement Payment will be calculated by multiplying the number of Compensable Workweeks for the Participating Class Member by the Workweek Value.

PAGA Payments to Aggrieved Employees. All Aggrieved Employees also will 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 January 15, 2021.
- For the Visalia facility, August 16, 2014 to February 28, 2019.

The estimated amount of your settlement check, including your Individual Settlement Payment and PAGA payment as an Aggrieved Employee, if applicable, is listed on the Information Sheet enclosed in this Notice Packet.

Payments to FLSA Settlement Class Members. All Class Members who worked for Defendants within the last three years as non-exempt employees in California may be eligible to receive a payment from the FLSA Fund. If you worked for Defendants within the last three years, you must submit an FLSA Opt-In Form to receive a portion of the FLSA Fund. In order to be valid, the FLSA Opt-In 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]

Page 3 of 6

QUESTIONS? CALL 1-XXX-XXX-XXXX or visit www.NegreteClassAction.com

[City], [State] [Zip]

By submitting a valid FLSA Opt-In Form, you will be become an “FLSA Settlement Class Member” and will be deemed to have given your consent to “opt in” as a party plaintiff in this action pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b) (“FLSA”). You also will waive and release any claims you may have under the FLSA as related to the claims that were or arise from the facts asserted in the operative complaint. Your pro rata share of the FLSA Fund will be calculated by the Settlement Administrator based on the number of Compensable Workweeks you worked during the time period from three years prior to the mailing of your completed FLSA Opt-In Form to January 15, 2021. If you did not receive an FLSA Opt-In Form, you did not work for Defendants during the applicable time period and are not eligible to receive a portion of the FLSA Fund.

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, Aggrieved Employees, and FLSA Settlement 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 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 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, Aggrieved Employees, and FLSA Settlement 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, PAGA Payment, and FLSA Fund. 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. There will also be an FLSA Fund in the amount of \$100,000.00, from which payments will be made to FLSA Settlement Class Members, 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 Aggrieved Employees. 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.

Release by FLSA Settlement Class Members. All Class Members who complete a FLSA Opt-In Form will be deemed to have given their consent to “opt in” as a party plaintiff in this action pursuant to the FLSA and will waive and release 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 operative complaint.

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, the Third-Party Staffing Companies, and any other of Defendants’ 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. However, **if you worked for Defendants as a non-exempt employee at the facilities in Lodi, Oakdale, or Visalia within the last three years and want to receive a payment from the FLSA Fund, you must submit a timely and valid FLSA Opt-In Form,** as set forth 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. The Settlement Administrator will divide the Net Settlement Amount by the total number of Compensable Workweeks for all Participating Class Members resulting in a value for each week worked by the Participating Class Members during the Class Periods ("Workweek Value"). Each Participating Class Member's Individual Settlement Payment will be calculated by multiplying the number of Compensable Workweeks for the Participating Class Member by the Workweek 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. All FLSA Settlement Class Members will also receive a pro rata share of the FLSA Fund based on the FLSA Settlement Class Member's Compensable Workweeks during the FLSA Settlement Period if they complete a valid and timely FLSA Opt-In Form.

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

Compensable Workweeks during Class Period	<<CompWWCertCP>>
Compensable Workweeks during PAGA Period	<<CompWWPAGA>>

Based on the foregoing, **your estimated settlement payment, exclusive of any payment you may receive as an FLSA Settlement Class Members, 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]
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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.
United States District Court, Central District of California
Case No. 2:16-cv-631-FMO-AJW

FLSA OPT-IN FORM

You are receiving this form because 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 Lodi, Oakdale, or Visalia, California during the period from three years prior to the mailing date of this Notice Packet to January 15, 2021.

In order to receive a pro rata share of the FLSA Fund, you must complete this form and return to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline].

Negrete v. ConAgra Settlement
Address
City, State Zip

Consent to Join FLSA Settlement Class and Release. By completing and returning this FLSA Opt-In Form, I consent to “opt in” as a party plaintiff in this action pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b) (“FLSA”) and hereby release any and all claims I may have against the Released Parties under the FLSA as related to the claims that were made or arise out of the facts asserted in the operative complaint and arising at any time during the time period from three years prior to the mailing date of this completed FLSA Opt-In Form to January 15, 2021. 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.

Signature: _____ Date: _____

Full Name (printed): _____

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

Phone Number: _____

Address: _____
Street Address

City

State

Zip

EXHIBIT 5

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

NOTICE OF CLASS ACTION SETTLEMENT

If you worked for ConAgra Foods, Inc. (now known as Conagra Brands, 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 settlement fund 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 visiting www.NegreteClassAction.com. If you want to exclude yourself from, object to, or receive payment from the settlement, you must contact Simpluris no later than (Response Deadline).

EXHIBIT 6

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

CLAIM FORM

If you worked for 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 at any time during the Class Periods (as identified below) and you did not receive a mailed Notice of Class Action Settlement, you must complete this Claim Form in order to participate in the Settlement and receive an Individual Settlement Payment.

The completed Claim Form and any 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

Full Name (printed): _____

Social Security Number: _____

Phone Number: _____

Address: _____
Street Address

City State Zip

Start Date of Employment: _____ End Date of Employment: _____

Signature: _____ Date: _____

Please attach any documents that evidence your employment with Defendants and/or the dates that you worked for Defendants during the Class Periods, such as paystubs. The Settlement Administrator will evaluate any evidence submitted by you and will make the final decision as to the Individual Settlement Payment to which you may be entitled.

The Class Periods are: (1) for the Azusa facility, October 23, 2012 to March 17, 2017; (2) for the Colton facility, October 20, 2011 to June 13, 2014; (3) for the Fresno facility, October 20, 2011 to May 19, 2017; (4) for the Helm Facility, October 20, 2011 to September 2, 2016; (5) for the Lodi facility, October 20, 2011 to April 17, 2020; (6) for the Oakdale facility, October 20, 2011 to January 15, 2021; and (7) for the Visalia facility, October 20, 2011 to February 28, 2019.