

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Ruben Perez ("Plaintiff"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Grain Craft, LLC (hereinafter "Grain Craft"), on the other hand. Plaintiff and Grain Craft are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC ("Class Counsel"). Grain Craft is represented by Mollie M. Burks, Linh T. Hua, and Kyla H. Buenaventura of Gordon Rees Scully Mansukhani, LLP.

On October 6, 2023, Plaintiff filed a class action complaint against Grain Craft in Los Angeles County Superior Court, in the matter entitled *Ruben Perez v. Grain Craft, LLC*, Case No. 23STCV24438 (the "Action"). On October 9, 2023, pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Grain Craft and the California Labor and Workforce Development Agency ("LWDA") by sending a Notice pursuant to the Private Attorneys General Act ("PAGA"), Cal. Labor Code § 2698 *et seq* ("PAGA Notice"). On December 15, 2023, Plaintiff filed the operative First Amended Class and Representative Action Complaint ("FAC"). The FAC alleges the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties (7) unfair competition in violation of Cal. Business & Professions Code § 17200, *et seq.*; and (8) civil penalties under PAGA. Grain Craft denies the allegations in the FAC, denies any failure to comply with the laws identified in the FAC and denies any and all liability for the causes of action alleged.

Given the uncertainty of litigation, Plaintiff and Grain Craft wish to settle individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Grain Craft agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Grain Craft stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant Grain Craft, LLC, in California from October 6, 2019, to August 30, 2024 ("Class Period").

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or under Rule 23 of the Federal Rule of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Upon the Effective Date (as defined below) and the complete funding of the Gross Settlement Amount, Plaintiff and every member of the Settlement Class ("Settlement Class Member") will fully release and discharge Grain Craft, and all of its past and present officers, directors, shareholders, employees, owners, members, insurers, assigns, agents, principals, heirs, representatives, accountants, auditors, consultants, and

their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), as follows:

- A. Settlement Class Members who do not opt out (“Participating Class Members”), will release all claims, demands, rights, liabilities, and causes of action that were pled in the FAC, or that could have been pled in the FAC in the Action based on the factual allegations therein, that arose during the Class Period, including claims for: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide meal periods as required by law; (d) failure to authorize rest periods as required by law; (e) failure to provide accurate, itemized wage statements; (f) failure to pay all wages upon separation of employment or all final wages due; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above, and any other claims, including claims for statutory and/or civil penalties (the “Class Released Claims”) on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,.
- B. **Release of PAGA Claims.** In addition, all Settlement Class Members (regardless of whether they opt-out) who worked for Grain Craft at any time from October 6, 2022 through August 30, 2024 (the “PAGA Period”) are “Aggrieved Employees.” Aggrieved Employees and the State of California shall release the Released Parties from all claims for civil penalties, attorneys’ fees and costs, for any Labor Code or Wage Order violation alleged, or reasonably could have been alleged, based on the facts in the FAC and/or Plaintiff’s PAGA Notice for the PAGA Period, including but not limited to claims for failure to pay all minimum wages, failure to pay all overtime wages, failure to provide meal periods as required by law, failure to authorize rest periods as required by law, failure to provide accurate, itemized wage statements, and failure to pay all wages upon separation of employment or all final wages due, and any other claims, including claims for statutory and/or civil penalties (“the PAGA Released Claims”). Aggrieved Employees may not opt-out of the Release of PAGA Released Claims.
- C. **Release by Plaintiff.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns has agreed to release and discharge, individually and in addition to the Class and PAGA Released Claims described above, all claims, whether known or unknown, without exception, against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any claims for workers’ compensation, unemployment insurance, vested benefits, wrongful termination, disability benefits, social security benefits that arose after the Class Period, or claims based on occurrences outside the Class Period nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Specifically excluded from Plaintiff's Released Claims are any claims that cannot be released as a matter of law, such as claims for workers' compensation benefits or unemployment benefits. No workers' compensation claims are being resolved under this Settlement.

3. **Gross Settlement Amount.** As consideration, Grain Craft agrees to pay a "Gross Settlement Amount" of Four Hundred Thirty-Five Thousand and Zero Cents (\$435,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. as the "Settlement Administrator" to administer this Settlement. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings, calculating Grain Craft's share of taxes payable on the wages, and other duties as described in this Settlement Agreement. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.
- B. The Gross Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) calendar days of the Effective Date (which, for this purpose, shall be defined as the later of: (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement or; (2) April 1, 2025, whichever date is later.
- C. The Gross Settlement Amount includes:
 - (1) All payments to the Settlement Class, to be distributed as described in Section 4(B)(i);
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Seven Thousand Dollars and Zero Cents (\$7,000.00), except for a showing of good caused and as approved by the Court ("Administration Expenses"). Grain Craft will not object to Plaintiff's request for Administration Expenses that does not exceed this amount. To the extent the Administration Expenses are less, or the Court approves payment less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount as defined below. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Payments have been mailed to all Participating Class Members and Individual PAGA Payments have been mailed to all Aggrieved Employees;

- (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for Plaintiff's Class Representative Service Payment, in recognition of his contributions to the Lawsuit and his service to the Settlement Class, subject to court approval. Grain Craft will not object to a request for a Class Representative Service Payment that does not exceed this amount. Even in the event that the Court reduces or does not approve the requested Class Representative Service Payment, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding. If the Court approves a Class Representative Service Payment less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount as defined below. The Settlement Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment;
- (4) Up to one-third of the Gross Settlement Amount for Class Counsel's attorneys' fees, which is currently estimated to be One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00) ("Class Counsel Fees Payment"), and actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty Thousand Dollars and Zero Cents (\$20,000.00) ("Class Counsel Litigation Expenses Payment"), subject to court approval (collectively, "Class Counsel Payments"). These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation all work performed, and all costs incurred to date and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. In the event that the Court reduces or does not approve the requested amounts for the Class Counsel Payments, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding and the Settlement Administrator will allocate the remainder to the Net Settlement Amount as defined below. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class Counsel Payments. The Administrator will pay the Class Counsel Payments using IRS Form 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Payments and holds Grain Craft harmless, and indemnifies Grain Craft, from any dispute or controversy regarding any division or sharing of the Class Counsel Payments; and
- (5) Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be payable to the LWDA ("LWDA Amount"), and the remaining twenty-five percent (25%), or Five Thousand Dollars and Zero Cents (\$5,000.00), will

be payable to the Aggrieved Employees as the "PAGA Amount," which PAGA Amount will be distributed as described in Section 4(C)(i). If the Court approves PAGA Penalties less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount as defined below.

- D. **Escalator Clause.** Based upon data provided by Grain Craft, there are approximately 5,461 workweeks during the Class Period. For purposes of this settlement, a workweek shall comprise approximately 6.5 shifts. If it is determined that the number of workweeks during the Class Period exceeds 6,280 (115% of 5,461), then the Gross Settlement Amount shall be increased by the same number of percentage points (above 15%) by which the actual number of workweeks exceeds 6,280 (i.e. for instance, if the actual number of workweeks is determined to be 2% higher than 6,280, the Gross Settlement Amount would be increased by \$8,700). At its option, Grain Craft can avoid increasing the Gross Settlement Amount by electing to end the Class Period when the number of workweeks reaches is no greater than 6,280.
- E. Grain Craft's share of payroll taxes shall be paid by Grain Craft separately from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel Fee Payment, Class Counsel Litigation Expenses Payment, , Plaintiff's Class Representative Service Payment, the Administration Expenses, the LWDA Amount, and the PAGA Amount. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Participating Class Member's Individual Settlement Payment based on the following formula:
 - i. The Net Settlement Amount shall be allocated among Participating Class Members based on each Participating Class Member's proportionate workweeks worked during the Class Period, which will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Participating Class Members during the Class Period.
- C. The Settlement Administrator will calculate each Aggrieved Employee's share of the PAGA Amount based on the following formula:

- i. Each Aggrieved Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Aggrieved Employee during the PAGA Period ("Individual PAGA Payment"). Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- D. Within ten (10) calendar days following Grain Craft's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Payment and Individual PAGA Payment amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Payments and Individual PAGA Payments, less applicable taxes and withholdings, to Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. However, the Settlement Administrator may send Participating Class Members a single check combining their Individual Settlement Payment and the Individual PAGA Payment. The face of each check shall prominently state the date when the check will be voided. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Grain Craft's counsel.
- E. For purposes of calculating applicable taxes and withholdings, each Individual Settlement Payment shall be allocated as follows: forty percent (40%) as penalties, forty percent (40%) as interest, and twenty percent (20%) as wages. All Individual PAGA Payments shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to Participating Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of Individual Settlement Payment above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. The amount allocated as "wages" is subject to tax withholding. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Payment.
- F. Each Participating Class Member and Aggrieved Employee who receives an Individual Settlement Payment and/or Individual PAGA Payment must cash that check within 180 days from the date the Settlement Administrator mails it. For any funds payable to Participating Class Members and Aggrieved Employees whose checks are not cashed within 180 days after mailing, the Settlement Administrator shall transmit the funds represented by such checks to the Controller of the State of

California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Participating Class Member or Aggrieved Employee to whom the check was issued, until such time that they claim their property thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure section 384.

- G. Neither Plaintiff nor Grain Craft shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys’ Fees and Costs.** Grain Craft will not object to Class Counsel’s request for a total payment of attorneys’ fees of one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00). Additionally, Class Counsel will request a payment of actual costs and expenses as supported by declaration, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation all work performed, and all costs incurred to date and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee payment allowed by the Court.

6. **Class Representative Service Payment.** Grain Craft will not object to a request for a Class Representative Service Payment of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff, for his time and risk in prosecuting this case, and his service to the Settlement Class. This payment will be in addition to Plaintiff’s respective Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Grain Craft will not object to the appointment of ILYM Group, Inc. as Settlement Administrator. Grain Craft will not object to Plaintiff’s request to the Court to pay up to Seven Thousand Dollars and Zero Cents (\$7,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings, calculating Grain Craft’s share of taxes payable on the wages, which shall be deducted from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Payments have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Ruben Perez as Class Representative for the Settlement Class;
- D. Approving ILYM Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Individual Settlement Payment, drafts of which are attached hereto as **Exhibits A and B**, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Grain Craft will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, the number of workweeks worked by each Settlement Class Member while employed during the Class Period and the number of PAGA Pay Periods while employed during the PAGA Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect Settlement Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members ; (ii) update the address of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class Member and estimated Individual PAGA Payment for each Aggrieved Employee; and (iv) mail a Notice Packet to each Settlement Class Member and Aggrieved Employee at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Requests for Exclusion. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
- i. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Aggrieved Employees, whether or not they exclude themselves from the class action settlement. Settlement Class Member who were employed by Grain Craft at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.
 - ii. If 15% or more of the total of all Settlement Class Members complete and mail a Request for Exclusion, Grain Craft may exercise the option to withdraw from the Settlement, and the Settlement is entirely void. In the event that Grain Craft exercises this option, Grain Craft shall pay for all settlement administration costs incurred up to the point it exercised its right to void the Settlement.
- D. Objections. Only Participating Class Members may object to the class action components of this Settlement Agreement as explained in the Class Notice by filing a written objection by the Response Deadline with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Grain Craft's counsel, as well as file all such objections with the Court). Grain Craft's counsel and Class Counsel may file any responses to objections. Participating Class Members who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement Class Members who request exclusion *may not* object to any of the class action components of the Settlement.

- E. Notice of Estimated Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Individual Settlement Payment and/or Individual PAGA Payment as well as the number of Workweeks and Pay Periods used from Grain Craft's records to calculate such payments. Settlement Class Members will have the opportunity, should they disagree with Grain Craft's records regarding the information stated in the Notice of Estimated Individual Settlement Payment and/or Individual PAGA Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments and/or Individual PAGA Payment under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment and/or Individual PAGA Payment shall be binding and not appealable or otherwise susceptible to challenge.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Grain Craft's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order, not later than 16 court days before the calendared Final Approval Hearing:

- A. Granting final approval of the Settlement, adjudging the terms thereof to be fair, adequate, and reasonable, and directing consummation of its terms and provisions;

- B. Approving Plaintiff's and Class Counsel's request for Class Counsel Payments, Class Representative Service Payment, and Administration Expenses; and
- C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code Section 408 and California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code Section 408 and the California Evidence Code Section 1152. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Grain Craft reserves the right to contest certification of any class for any reasons, and Grain Craft reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Grain Craft's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class Members in accordance with Class Counsel's ethical obligations owed to Settlement Class Members. and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Lawsuit, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Plaintiff, Class Counsel, Grain Craft and Counsel for Grain Craft separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.

13. **Waiver and Amendment.** The Parties may not waive, amend, change, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Grain Craft: Linh T. Hua, of Gordon Rees Scully Mansukhani, LLP, 633 West Fifth Street, 52nd Floor, Los Angeles, CA 90071; lhua@grsm.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

15. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed. If the Court does not grant approval or conditions approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

18. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Los Angeles County Superior Court shall have jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

19. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

20. **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Settlement Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. Any additional Administration Expenses reasonably incurred after remittitur shall be paid from the Gross Settlement Amount. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or Class Counsel Payments shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

21. **No Prior Assignments.** The Parties separately represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

22. **No Tax Advice.** Neither Plaintiff, Class Counsel, Grain Craft nor Counsel for Grain Craft are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

23. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of Plaintiff, Defendant, Participating Class Members, the Aggrieved Employees and their heirs, beneficiaries, executors, administrators, successors, transferees, assigns, or any corporation or any entity with which any party may merge, consolidate, or reorganize.

24. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

25. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

26. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

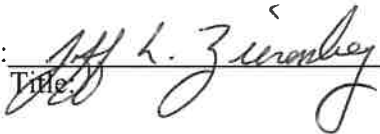
27. **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

28. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

29. **No Signature Required by Class Members.** Only the Plaintiff will be required to execute this Settlement Agreement. The Class Notice will advise all Class Members and Aggrieved Employees of the binding nature of the release, and such shall have the same force and effect as if this Settlement Agreement were executed by each Participating Class Member or Aggrieved Employee.

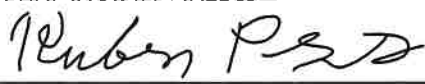
DATED: 4-3, 2025

DEFENDANT GRAIN CRAFT, LLC

By:  CHRO
Title

DATED: 03/27, 2025

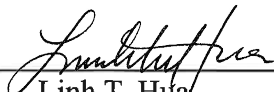
PLAINTIFF RUBEN PEREZ

By: 
Ruben Perez (Mar 27, 2025 16:22 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

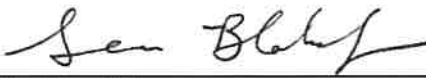
DATED: April 4, 2025

GORDON REES SCULLY MANSUKHANI

By: 
Linh T. Hua
Kyla H. Buenaventura
Attorneys for Defendant

DATED: March 28, 2025

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff