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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YOLO**

ROBERTO HERNANDEZ, individually, and
on behalf of other members of the general
public similarly situated, and as an aggrieved
employee and Private Attorney General;

Plaintiff,

vs.

ADAMS GRAIN CO., a California
corporation; ADAMS VEGETABLE OILS,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CV2022-1642

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

Complaint Filed: September 27, 2022
Trial Date: None Set

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JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Roberto Hernandez, individually and on behalf of the Settlement Class, and as an aggrieved employee and Private Attorney General, and Defendants Adams Grain Co. and Adams Vegetable Oils, Inc.

DEFINITIONS

1. “Action” means the court action entitled “*Roberto Hernandez v. Adams Grain Co., et al.*”, Case No. CV2022-1642, pending before the Yolo County Superior Court.

2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

3. “Class” or “Class Members” means all current and former hourly paid or non-exempt employees of any Defendant within the state of California at any time during the Class Period.

4. “Class Counsel” means Lawyers *for* Justice, PC and Protection Law Group, LLP.

5. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, *i.e.*, Two Hundred Ninety-Nine Thousand Two Hundred Fifty Dollars and Zero Cents (\$299,250.00), and the reimbursement of costs and expenses associated with the litigation and settlement of the Action not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amounts set forth above.

6. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s: (1) full name; (2) last known home address; (3) last known

telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the State of California; (6) total Workweeks during the Class Period; (7) total Pay Periods during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

7. “Class Period” means the period from September 27, 2018 through May 24, 2024.

8. “Class Representative” means Plaintiff Roberto Hernandez in his capacity as representative of the Participating Class Members.

9. “Class Representative Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange for the General Release of his claims as provided herein.

10. “Court” means the Superior Court of the State of California for the County of Yolo.

11. “Defendants” means Adams Grain Co. and Adams Vegetable Oils, Inc.

12. “Defendants’ Counsel” means Littler Mendelson, P.C.

13. “Effective Date” means the date that all of the following events have occurred: (i) the long-form Joint Stipulation of Class Action and PAGA Settlement (this Agreement) has been executed by Plaintiff, Defendants, Class Counsel, and Defendants’ Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Class Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement and the opportunity to opt out of the Settlement; (iv) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment and sixty (60) days have elapsed; and (v) the later of the following events: (A) when the period for filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed without any appeal, writ, intervention, or other proceeding having been filed; (B) when any appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ, intervention, or other proceeding has upheld the Court’s Final Approval Order and Judgment with no right to pursue further remedies or relief. If the Court declines to

1 approve the Settlement or the Effective Date otherwise fails to occur, the entire Settlement is
2 deemed void and unenforceable as if no settlement of any claim was ever reached. All
3 negotiations, statements, proceedings, and data relating thereto shall be protected by California
4 Evidence Code § 1152 and shall be without prejudice to the rights of any of the Parties.

5 14. “FAC” means the operative First Amended Complaint filed by Plaintiff in the
6 Action on June 11, 2024.

7 15. “Final Approval” means the Court entering an order granting final approval of the
8 Settlement Agreement.

9 16. “Gross Settlement Amount” means the sum of Eight Hundred Fifty-Five Thousand
10 Dollars and Zero Cents (\$855,000.00). The Gross Settlement Amount is non-reversionary; no
11 portion of the Gross Settlement Amount will return to Defendants, and includes all: (1) payments
12 to the participating Class Members; (2) Class Counsel’s Fees and Costs; (3) Settlement
13 Administration Costs; (4) Class Representative Enhancement Award to Plaintiff; and (5) PAGA
14 Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) and
15 PAGA Members. The Gross Settlement Amount is exclusive of the employer’s share of any
16 applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendants to
17 the Settlement Administrator separately and in addition to the Gross Settlement Amount. The
18 Gross Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum
19 amount Defendants are required to pay under the Settlement.

20 17. “Individual Settlement Payment” means the amount payable from the Net
21 Settlement Amount to each Participating Class Member combined with any payment a PAGA
22 Member is eligible to receive from the employee portion of the PAGA Penalties. Individual
23 Settlement Payments shall be paid by checks made payable to Participating Class Members and/or
24 PAGA Members.

25 18. “Net Settlement Amount” means the funds available for payments to the Class,
26 which shall be the amount remaining after the following amounts are deducted from the Gross
27 Settlement Amount: (1) Class Counsel’s Fees and Costs; (2) Settlement Administration Costs; (3)
28 Class Representative Enhancement Award to Plaintiff; and (4) the PAGA Penalties to be paid to

the LWDA and PAGA Members.

19. “Notice” means the Notice of Proposed Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last known addresses, and which will provide Class Members with information regarding the Action and the Settlement.

20. “Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, and last four digits of the employee’s social security number; (b) the name of the case; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

21. “PAGA” means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

22. “PAGA Members” means all current and former hourly paid or non-exempt employees of any Defendant within the State of California at any time during the PAGA Period.

23. “PAGA Penalties” means the amount that the Parties have agreed to allocate in order to settle claims arising under PAGA. The Parties have agreed that Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims. Seventy-five percent (75%) of this amount (\$56,250.00) will be paid to the LWDA in accordance with Labor Code §§ 2698, *et seq.* The remaining twenty-five percent (25%) of this amount (\$18,750.00) will be distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Penalties regardless of their decision to participate in the Class if the PAGA Penalties are approved by the Court.

24. “PAGA Period” means the period from April 4, 2023 through June 11, 2024.

25. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

26. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either Plaintiff or any Defendant, individually.

27. “Pay Period” shall mean any pay period in which a PAGA Member worked at least

one (1) day during the PAGA Period.

28. “Plaintiff” means Roberto Hernandez.

29. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

30. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged based on the same or similar facts and claims asserted in the operative FAC in this Action, specifically including the following claims:

- a. (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), including any claims regarding failure to pay premium pay and/or to pay premium pay at the correct rate of pay; (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums), including any claims regarding failure to pay premium pay and/or to pay premium pay at the correct rate of pay; (4) Violation of California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements), including any alleged failure to provide complete and/or accurate wage statements; (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business and Professions Code § 17200, *et seq.*, including all claims for injunctive relief, declaratory relief, restitution, unfair business practices alleged or which could have been alleged in connection with any other claims; and (11) Violation of Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004 (PAGA)), including those claims set forth in Roberto Hernandez’s Letter to the Labor & Workforce Development Agency for alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 221,

226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the IWC Wage Orders generally, including but not limited to overtime pay, minimum wage, regular wages and/or sick pay whether contractual or statutory, as well as any and all other claims under California common law, the California Labor Code including but not limited to the Private Attorneys General Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action, also including any claims for penalties (statutory, civil or otherwise), attorneys' fees, costs, interest, penalties, or premiums in connection with the claims in this paragraph. All federal claims shall likewise be released, and shall be barred by the settlement by virtue of res judicata, in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9th Cir. 2018).

b. This release shall apply to claims arising during the Class Period.

31. "Released PAGA Claims" means any and all PAGA claims that could have been asserted under the PAGA based on the same or similar factual allegations and claims in the operative FAC in this Action or any PAGA notice submitted by Plaintiff to the LWDA covering the PAGA Period.

32. "Released Parties" means the named Defendants Adams Grain Co., Adams Vegetable Oils, Inc., and any and all of their past, present, and future direct or indirect parents, sister or related entities, expressly including the Adams Group, Inc., acquired companies, subsidiaries, predecessors, successors, and affiliates as well as each of its or their past, present, and future owners, including the Adams family, officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, heirs, representatives, accountants, auditors, consultants, and any individual or entity which could be jointly liable with Defendants.

33. "Request for Exclusion" means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Class Settlement. To be effective, the Request

1 for Exclusion must contain: (a) the Class Member's full name, address, telephone number, and
2 the last four digits of their social security number; and (b) a statement requesting to be excluded
3 from the settlement of the Class claims. To be effective, the Request for Exclusion must be
4 postmarked by the Response Deadline and actually received by the Settlement Administrator. The
5 Request for Exclusion shall not be effective as to the release of claims arising under the PAGA.

6 34. "Response Deadline" means the date sixty (60) calendar days after the Settlement
7 Administrator mails Notice to Class Members and the last date on which Class Members may
8 submit Requests for Exclusion, written Objections to the Settlement, or Workweek/Pay Period
9 disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline
10 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
11 for Requests for Exclusion, written Objections, and Workweek disputes will be extended fifteen
12 (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement
13 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the
14 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
15 The Response Deadline may also be extended by express agreement between Class Counsel and
16 Defendants' Counsel. Under no circumstances, however, will the Settlement Administrator have
17 the authority to unilaterally extend the deadline for Class Members to submit a Request for
18 Exclusion or Objection to the Settlement.

19 35. "Settlement" means the disposition of the Action pursuant to this Agreement.

20 36. "Settlement Administrator" means Apex. The Parties each represent that they do
21 not have any financial interest in the Settlement Administrator or otherwise have a relationship
22 with the Settlement Administrator that could create a conflict of interest.

23 37. "Settlement Administration Costs" mean the costs payable from the Gross
24 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
25 but not limited to, translating the Notice, printing, distributing, and tracking documents for this
26 Settlement, confirming each Class Member's Workweeks and each PAGA Member's Pay
27 Periods in the Class List, calculating Individual Settlement Payments, tax reporting, distributing
28 the Gross Settlement Amount, providing necessary reports and declarations, and other duties and

responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Nine Thousand Two Hundred and Fifty Dollars and Zero Cents (\$9,250.00).

38. “Tax Rate Information” shall mean the tax rate currently paid by Defendants for the employer’s share of employment taxes in California.

39. “Workweek” shall mean any calendar week (*i.e.*, a week beginning with Sunday and ending with Saturday), in which a Class Member worked at least one (1) day during the Class Period.

TERMS OF AGREEMENT

40. Filing of Amended Complaint: The Parties have agreed to allow Plaintiff’s filing of the FAC in this Action to add representative claims under PAGA. Plaintiff’s FAC was filed with the Court on June 11, 2024.

41. Settlement Consideration: Defendants shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the Effective Date, and no later than the first business day after sixty (60) days from the entry of the Order granting Final Approval, and after which time such Order becomes final and is no longer appealable. The following will be paid out of the Gross Settlement Amount: (a) the sum of the Individual Settlement Payments; (b) the Class Representative Enhancement Award; (c) Class Counsel’s Fees and Costs; (d) the PAGA Penalties; and (e) the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of Workweeks as set forth below, Defendants shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

42. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is based on Defendants’ representation that the Class Members worked a total of 28,500 Workweeks during the Class Period. Should the qualifying Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (*i.e.*, exceed more than

31,350 Workweeks), Defendants shall have right at their sole discretion to either (1) reduce the Class Period such that the Workweeks do not exceed 31,350, or (2) pay a *pro rata* increase in the Gross Settlement Amount equal to the percentage increase in Workweeks above 31,350. For example, if the Workweek count increases by 12%, then Defendants may, at their sole discretion, elect to pay a 2% increase to the Gross Settlement Amount.

43. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class Representative Enhancement Award; (d) Class Counsel's Fees and Costs; and (e) Settlement Administration Costs.

44. Attorneys' Fees and Costs: Defendants agree not to oppose any application or motion by Class Counsel for attorneys' fees of not more than Two Hundred Ninety-Nine Thousand Two Hundred Fifty Dollars and Zero Cents (\$299,250.00) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that are not awarded to Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

45. Class Representative Enhancement Award: Defendants agree not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement Award of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). The Class Representative Enhancement Award is in exchange for the General Release of the Plaintiff's individual claims and for his time, effort, and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Award that is not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

46. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the

Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Nine Thousand Two Hundred Fifty Dollars and Zero Cents (\$9,250.00).

47. PAGA Penalties: Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties, or Fifty-Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$56,250.00), to the LWDA. The remaining twenty-five percent (25%) of the PAGA Penalties, or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties regardless of their decision to opt-out of the Class settlement.

48. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the Class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	855,000.00
Enhancement Award:	\$	7,500.00
Class Counsel's Fees:	\$	299,250.00
Class Counsel's Costs:	\$	30,000.00
PAGA Penalties	\$	75,000.00
Settlement Administration Costs:	\$	9,250.00
Estimated Net Settlement Amount	\$	434,000.00

49. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the twenty-five percent (25%) portion of the PAGA Penalties allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the

1 Class Period. The respective Workweeks for each Participating Class Member will be divided by
2 the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each
3 Participating Class Member. Each Participating Class Member's Payment Ratio will then be
4 multiplied by the Net Settlement Amount to calculate each Participating Class Member's
5 estimated share of the Net Settlement Amount.

6 b) Calculation of PAGA Portion of Individual Settlement Payments: The
7 Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding
8 the number of Pay Periods worked by each PAGA Member during the PAGA Period. The
9 respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all
10 PAGA Members, resulting in the Penalties Ratio for each PAGA Member. Each PAGA
11 Member's Penalties Ratio will then be multiplied by the employee portion of the PAGA Penalties
12 to calculate each PAGA Member's estimated share of the PAGA Penalties. PAGA Members shall
13 receive this portion of their Individual Settlement Payment regardless of whether they opt out of
14 the participation regarding the Class claims.

15 c) Allocation of Individual Settlement Payments: All Individual Settlement
16 Payments will be allocated as follows: Twenty percent (20%) will be allocated as wages; forty
17 percent (40%) shall be allocated as interest; and forty percent (40%) shall be allocated as
18 penalties. The portion of the Individual Settlement Payment allocated to wages will be reported
19 by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will
20 be reported on an IRS Form 1099 by the Settlement Administrator.

21 50. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
22 Participating Class Members under this Settlement, as well as any other payments made pursuant
23 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
24 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
25 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
26 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
27 affect any rights, contributions, or amounts to which any Class Members may be entitled under
28 any benefit plans.

51. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment that each Participating Class Member is eligible to receive and the portion of the PAGA Penalties each PAGA Member shall receive.
- c) Translate the Notice from English to Spanish.
- d) Print and mail the Notice in English and Spanish.
- e) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- f) Process Requests for Exclusion and field inquiries from Class Members.
- g) Print and issue checks for Individual Settlement Payments and prepare IRS Forms W-2 and 1099 and any other filings required by any governmental taxing authority.
- h) Provide declarations and/or other information to the Court as requested by the Parties and/or the Court regarding the settlement administration process.
- i) Provide weekly status reports to counsel for the Parties.
- j) Post of the Order and Final Judgment online at the Settlement Administrator's website.

52. Delivery of the Class List and Tax Rate Information: Within twenty-one (21) calendar days of Preliminary Approval, Defendants will provide the Class List and Tax Rate Information to the Settlement Administrator.

53. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses

identified in the Class List.

54. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and will correct any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or social security number of the Class Member involved and will then perform a single re-mailing. If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days, or (b) the Response Deadline to postmark a Request for Exclusion, Objection, or Workweek dispute to the Settlement Administrator.

55. Notice: All Class Members will be mailed a Notice in English and Spanish. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks and Pay Periods each respective Class Member and/or PAGA Member worked for Defendants during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or Workweek disputes; (h) the claims to be released, as set forth herein; and (i) the date for the Final Approval Hearing.

56. Disputed Information on Notice: Class Members will have an opportunity to

1 dispute the information provided in their Notice. To the extent Class Members dispute the number
2 of Workweeks with which they have been credited or the amount of their Individual Settlement
3 Payment, Class Members may produce evidence to the Settlement Administrator showing that
4 such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants'
5 records will be presumed determinative. However, if a Class Member produces evidence to the
6 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
7 Member and the Parties will make the final decision as to the number of eligible Workweeks that
8 should be applied and/or the Individual Settlement Payment to which the Class Member may be
9 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

10 57. Defective Submissions: If a Class Member's Request for Exclusion is defective as
11 to the requirements listed herein, that Class Member will be given an opportunity to cure the
12 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
13 business days of receiving the defective submission to advise the Class Member that his or her
14 submission is defective and that the defect must be cured to render the Request for Exclusion
15 valid. The Class Member will have until the later of (a) the Response Deadline, or (b) fifteen (15)
16 calendar days from the date of the cure letter to postmark a revised Request for Exclusion. If a
17 Class Member responds to a cure letter by filing a defective Request for Exclusion, then the
18 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
19 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

20 58. Request for Exclusion Procedures: Any Class Member wishing to opt out from the
21 Class portion of the Settlement must sign and postmark a written Request for Exclusion to the
22 Settlement Administrator by the Response Deadline. The Request for Exclusion must include: (a)
23 the Class Member's full name, address, telephone number, and the last four digits of their social
24 security number; and (b) a statement requesting to be excluded from the Settlement of the Class
25 claims. The date of the postmark on the return mailing envelope receipt confirmation will be the
26 exclusive means to determine whether a Request for Exclusion has been timely submitted. All
27 Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly
28 to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted.

1 All Class Members who do not request exclusion from the Action will be bound by all terms of
2 the Settlement Agreement if the Settlement is granted final approval by the Court. The Request
3 for Exclusion shall not be effective as to the release of claims arising under the PAGA. The Parties
4 agree that there is no right for a PAGA Member to opt out of our object to the PAGA portion of
5 the Settlement.

6 59. Defendants' Right to Rescind: If ten percent (10%) or more of the Class Members
7 (rounded to the next whole number) elect not to participate in the Settlement, Defendants may, at
8 their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
9 thereby null and void. Defendants' Counsel must meet and confer with Class Counsel prior to
10 exercising this right and must make clear their intent to rescind the Agreement within fourteen
11 (14) calendar days of the expiration of the opt-out period. If Defendants exercise their right to
12 rescind the Agreement, Defendants shall be responsible for all Settlement Administration Costs
13 incurred to the date of rescission.

14 60. Settlement Terms Bind All Class Members Who Do Not OptOut: Upon the
15 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
16 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
17 by all of its terms, including those pertaining to the Released Class Claims, as well as any
18 Judgment that may be entered by the Court if it grants Final Approval to the Settlement. Class
19 Members who opt out of the Settlement shall not be bound by such Judgment or release. The
20 names of Class Members who have opted out of the settlement shall be disclosed to both Class
21 Counsel and Defendants' Counsel and noted in the proposed Judgment submitted to the Court.

22 61. Objection Procedures: To object to the Settlement, a Participating Class Member
23 must postmark a valid Objection to the Settlement Administrator on or before the Response
24 Deadline. The Objection must be signed by the Participating Class Member and contain all
25 information required by this Settlement Agreement, including: (a) the employee's full name,
26 address, telephone number, and the last four digits of their social security number; (b) the name
27 of the case; and (c) the specific reason including any legal grounds for the Participating Class
28 Member's objection. The postmark date will be deemed the exclusive means for determining that

1 the Objection is timely. Participating Class Members who fail to object in the manner specified
2 above will be foreclosed from making a written Objection, but shall still have a right to appear at
3 the Final Approval Hearing in order to have their objections heard by the Court. At no time will
4 any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class
5 Members to submit Objections to the Settlement or appeal from the Order and Judgment. Class
6 Counsel will not represent any Class Members with respect to any Objections to this Settlement.

7 62. Certification Reports Regarding Individual Settlement Payment Calculations: The
8 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report
9 which certifies: (a) the number of Class Members who have submitted valid Requests for
10 Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Member
11 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
12 Administrator will provide to Class Counsel and Defendants' Counsel any updated reports
13 regarding the administration of the Settlement as needed or requested.

14 63. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
15 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
16 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
17 or her Settlement check within one hundred eighty (180) days, the uncashed funds, subject to
18 Court approval, shall be distributed to the Controller of the State of California to be held pursuant
19 to the Unclaimed Property Law, California Civil Code §§ 1500, *et. seq.* for the benefit of those
20 Participating Class Members and PAGA Members who did not cash their checks, until such time
21 that they claim their property. The Parties agree that this disposition results in no "unpaid residue"
22 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid
23 out to Participating Class Members and PAGA Members, whether or not they all cash their
24 Settlement checks. Therefore, Defendants will not be required to pay any interest on such
25 amounts. The Individual Settlement Payments provided to Participating Class Members and to
26 PAGA Members shall prominently state the expiration date or a statement that the Settlement
27 check will expire in one hundred eighty (180) days, or alternatively, such a statement may be
28 made in a letter accompanying the Individual Settlement Payment. Expired checks for Individual

1 Settlement Payments will not be reissued, except for good cause and as mutually agreed by the
2 Parties in writing. The Parties agree no unclaimed funds will result from the Settlement, and
3 therefore Defendants will not be required to pay any interest on such amounts.

4 64. Administration of Taxes by the Settlement Administrator: The Settlement
5 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
6 Counsel any W-2s, 1099s, or other tax forms as may be required by law for all amounts paid
7 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
8 all payroll taxes and penalties to the appropriate government authorities.

9 65. Tax Liability: Defendants make no representations as to the tax treatment or legal
10 effect of the payments called for hereunder, and Plaintiff, Class Counsel, Participating Class
11 Members nor PAGA Members are relying on any statement, representation, or calculation by
12 Defendants or by the Settlement Administrator in this regard. Plaintiff, Class Counsel,
13 Participating Class Members, and PAGA Members understand and agree they will be solely
14 responsible for the payment of any taxes and penalties assessed on the payments described herein.
15 Defendants' share of any employer payroll taxes and other required employer withholdings due
16 on the Individual Settlement Payments, including, but not limited to, Defendants' FICA and
17 FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

18 66. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this
19 section, the "acknowledging party" and each Party to this Agreement other than the
20 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
21 Agreement, and no written communication or disclosure between or among the Parties or their
22 attorneys and other advisers, is or was intended to be, nor shall any such communication or
23 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
24 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging
25 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
26 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
27 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
28 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney

1 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
2 party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects
3 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
4 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
5 tax structure of any transaction, including any transaction contemplated by this Agreement.

6 67. No Prior Assignments: The Parties, Class Counsel, and Defendants' Counsel
7 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
8 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of
9 any liability, claim, demand, action, cause of action, or right herein released and discharged.

10 68. Release by Participating Class Members: Upon the complete funding of the Gross
11 Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating
12 Class Members shall fully and finally release and discharge the Released Parties from the
13 Released Class Claims that arose during the Class Period. This release shall be binding on all
14 Participating Class Members.

15 69. Release by the PAGA Members, State of California and LWDA: As of the date on
16 which Defendants fully fund the Settlement, Plaintiff, PAGA Members, the LWDA, and the State
17 of California release the Released Parties of and from the Released PAGA Claims. A copy of this
18 Agreement will be provided to the LWDA concurrently with submission of the Motion for
19 Preliminary Approval. Eligible PAGA Members will receive their share of the employee portion
20 of the PAGA Penalties and will be deemed to have released any claims arising out of PAGA and
21 all PAGA Released Claims, regardless of whether they opt out of the release of their Class claims.

22 70. Release of Additional Claims and Rights by Plaintiff: Upon the funding of the
23 Gross Settlement Amount, Plaintiff Hernandez agrees on behalf of himself and his heirs,
24 representatives, attorneys, executors, administrators, successors, and assigns to the additional following
25 General Release: In consideration of Defendants' promises and agreements as set forth herein,
26 Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims and
27 Released PAGA Claims and any and all claims whatsoever that Plaintiff may have against
28 Released Parties regarding Plaintiff's employment and/or the termination of his employment,

1 including, but not limited to, any claims for wages, penalties, bonuses, business-related expenses,
2 severance pay, vacation pay, employment benefits, stock options, violation of any personnel
3 policy, any claims based on discrimination, harassment, retaliation, violation of public policy, or
4 damages of any kind whatsoever, arising out of any common law torts, contracts (express or
5 implied), any covenant of good faith and fair dealing, any theory of wrongful discharge, any
6 theory of negligence, any theory of retaliation, any legal restriction on Defendants' right to
7 terminate the employment relationship, or any federal, state, or other governmental statute,
8 executive order, regulation, ordinance, or common law, or any other basis whatsoever, to the
9 fullest extent provided by law. Plaintiff shall be deemed to have, and by operation of the Judgment
10 shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions,
11 rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision
12 under federal or state law that purports to limit the scope of a general release. Plaintiff, for himself,
13 has read Section 1542 of the Civil Code of the State of California, which provides as follows:

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

20 Plaintiff understands that Section 1542 gives the right not to release existing claims of
21 which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been
22 so apprised, Plaintiff nevertheless voluntarily waives his rights described in Section 1542, and
23 elects to assume all risks for claims that now exist in his favor, known or unknown. This release
24 specifically excludes claims that cannot lawfully be released for unemployment insurance,
25 disability, social security, and certain workers' compensation benefits claims.

26 71. Neutral Employment Reference: In the event that any potential or future employers
27 of Plaintiff request a reference regarding Defendants' employment of Plaintiff, Plaintiff shall
28 direct such inquiries to the Human Resources Department/Director for Adams Grain Co., and

Defendants shall only provide Plaintiff's dates of employment with Adams Grain Co., and last job title held during employment. Defendants shall not refer to the Action or this Settlement. This provision applies only to requests for employment reference directed to Defendants.

72. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the Qualified Settlement Fund will be returned to Defendants, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this Settlement for any reason, the Parties agree that they will return to and attend mediation with a mutually agreed mediator in an effort to reach a settlement that may be approved by the Court.

73. Preliminary Approval Motion and Hearing: At least ten (10) business days prior to filing, Class Counsel will prepare and deliver to Defendants' Counsel all documents necessary for obtaining Preliminary Approval, including a draft of the notice and memorandum in support of the Motion for Preliminary Approval. Plaintiff will also obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for a Final Approval Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendants agree that they will not oppose Plaintiff's Motion for Preliminary Approval except to correct any material misrepresentations or mischaracterizations in Plaintiff's Motion. Class Counsel further agrees that they will provide all necessary notices to the LWDA of the Settlement concurrently with Plaintiff's Motion for

1 Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement
2 as to the Action will result in this Settlement Agreement entered into by the Parties, and all
3 obligations under this Settlement Agreement, being nullified and voided.

4 74. Final Approval Hearing and Entry of Judgment: Upon expiration of the deadlines
5 to postmark Requests for Exclusion, Objections to the Settlement Agreement, or Workweek
6 disputes, and with the Court's permission, a Final Approval Hearing will be conducted to
7 determine the Final Approval of the Settlement Agreement along with the amounts properly
8 payable for: (a) Individual Settlement Payments; (b) Class Counsel's Fees and Costs; (c) the Class
9 Representative Enhancement Award; and (d) the Settlement Administration Costs. Class Counsel
10 will be responsible for drafting all documents necessary to obtain Final Approval and will deliver
11 a draft of the Motion for Final Approval to Defendants' Counsel at least ten (10) business days
12 prior to filing the Motion. Any failure by the Court to fully and completely approve the Settlement
13 Agreement as to all of the Action, or the entry of any Order by another Court with regard to any
14 of the Action which has the effect of modifying material terms of this Agreement or preventing
15 the full and complete approval of the Settlement Agreement as written and agreed to by the
16 Parties, will result in this Agreement and all obligations under this Agreement being null and
17 void. Defendants agree they shall not oppose the granting of the Motion for Final Approval except
18 to correct any material misrepresentations or mischaracterizations in Plaintiff's Motion.

19 75. Court Approval: If the Court fails to approve this Settlement for any reason, the
20 Parties agree to attend mediation again in an effort and cooperate in good faith to reach a
21 settlement approved by the Court. However, if ultimately after submitting the Settlement for
22 approval to the Court as set forth in the MOU and Settlement Agreement, the Court declines to
23 enter the Preliminary Approval Order, the Final Approval Order, or Judgment in substantially the
24 form submitted by the Parties, or if the Settlement Agreement does not become final because of
25 appellate court action, the terminating Party shall give to the other Party (through its/his/their
26 counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after
27 receiving notice that one of the enumerated events has occurred. Termination shall have the
28 following effects:

- a. The MOU and the Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.
- b. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any Party, Class Member, the State of California, PAGA Member, or attorney.
- c. The Preliminary Approval Order, Final Approval Order, and Judgment shall be vacated.
- d. The Stipulation of Settlement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.
- e. Except as otherwise discoverable, neither the MOU, the Settlement Agreement nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in this Action or any other action for any purpose whatsoever.
- f. Plaintiff shall destroy all documents produced by Defendants pursuant to the Parties' agreement to exchange pre-mediation discovery.

76. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

77. Use and Return of Class Data: Information provided to Class Counsel pursuant to Evidence Code §1152, and all copies and summaries of the Class data provided to Class Counsel by Defendants in connection with the mediation of this Action, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges

1 the Settlement Administrator's obligation to provide a declaration confirming the final payout of
2 all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class data received
3 from Defendants unless, prior to the Court's discharge of the Settlement Administrator's
4 obligation, Defendants make a written request to Class Counsel for the return, rather than the
5 destruction of, Class data.

6 78. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
7 set forth in any attached Exhibit(s), which are incorporated by this reference as though fully set
8 forth herein. Any Exhibit(s) to this Settlement are an integral part of the Settlement.

9 79. Entire Agreement: This Settlement Agreement and any attached Exhibit(s)
10 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
11 or oral agreements may be deemed binding on the Parties.

12 80. Amendment or Modification: Subject to the Court's approval, this Settlement
13 Agreement may be amended or modified only by a written instrument signed by counsel for all
14 Parties or their successors-in-interest. Material Court modification of the Agreement voids the
15 Agreement at the option of the adversely affected Party; except as to Class Counsel's Fees and
16 Costs and the Class Representative Enhancement Award – whatever the Court finally approves
17 is binding (up to maximum per Agreement) on Plaintiff, the Class, and Class Counsel.

18 81. Binding on Successors and Assigns: This Settlement Agreement will be binding
19 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
20 defined.

21 82. California Law Governs: All terms of this Settlement Agreement and Exhibit(s)
22 hereto will be governed by and interpreted according to the laws of the State of California.

23 83. Execution and Counterparts: This Settlement Agreement is subject only to the
24 execution of all Parties. However, the Settlement Agreement may be executed in one or more
25 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
26 of the signature page, will be deemed to be one and the same instrument provided that counsel
27 for the Parties will exchange among themselves original signed counterparts.

28 84. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe

1 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
2 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
3 litigation, taking into account all relevant factors, present and potential. The Parties further
4 acknowledge that they are each represented by competent counsel and that they have had an
5 opportunity to consult with their counsel regarding the fairness and reasonableness of this
6 Settlement.

7 85. Invalidity of Any Provision: Before declaring any provision of this Agreement
8 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
9 consistent with applicable precedents so as to define all provisions of this Agreement valid and
10 enforceable.

11 86. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
12 class certification for purposes of this Settlement only; except, however, that either party may
13 appeal any court order that materially alters the Settlement Agreement's terms.

14 87. Class Action Certification for Settlement Purposes Only: The Parties agree to
15 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
16 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
17 that certification for purposes of the Settlement is not an admission that class action certification
18 is proper under the standards applied to contested certification motions and that this Agreement
19 will not be admissible in this or any other proceeding as evidence that either (a) a class action
20 should be certified, or (b) Defendants are liable to Plaintiff or any Class Member, other than
21 according to the Settlement's terms.

22 88. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
23 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
24 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that
25 they have: (a) violated any federal, state, or local law; (b) violated any regulations or guidelines
26 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
27 requirements; (c) breached any contract; (d) violated or breached any duty; (e) engaged in any
28 misrepresentation or deception; or (f) engaged in any other unlawful conduct with respect to their

employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

89. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

90. Waiver: No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

91. Dispute About Terms: Should a dispute arise about the terms of this Agreement, such disputes shall be submitted to Marc Feder, Esq. for consultation.

92. Enforcement Action: 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.

93. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

94. Representation By Counsel: The Parties acknowledge that they have been

1 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
2 and that this Agreement has been executed with the consent and advice of counsel and reviewed
3 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
4 Agreement.

5 95. All Terms Subject to Final Court Approval: All amounts and procedures described
6 in this Settlement Agreement will be subject to final Court approval.

7 96. Cooperation and Execution of Necessary Documents: The Parties agree to
8 cooperate to promote participation in the Settlement, and in seeking Court approval of the
9 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
10 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain waivers or
11 *Pick-Up Stix* agreements from the Class Members during the Settlement approval process and
12 will work in good faith to reach an agreement approved by the Court. Defendants further agree
13 that they will not oppose Plaintiff's Motion for Preliminary Approval and/or Motion for Final
14 Approval of the Settlement, so long as the Motion for Preliminary Approval and/or Motion for
15 Final Approval are entirely consistent with the terms of this Settlement Agreement.

16 97. Confidentiality: Plaintiff and Class Counsel will not make any public disclosure
17 of the Settlement or the MOU until after the filing of the Motion for Preliminary Approval of the
18 Settlement. Plaintiff and his counsel represent that as of the date of their execution of this
19 Agreement, they have not made any such disclosure. Class Counsel will take all steps necessary
20 to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction against
21 any public disclosure of the Settlement or the MOU until after the Settlement is preliminarily
22 approved by the Court. This paragraph does not restrict Class Counsel's communications with
23 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
24 This paragraph also does not restrict Defendants from making disclosures regarding this
25 Settlement as required by law.

26 98. Non-Solicitation: Plaintiff and Class Counsel shall not encourage or solicit Class
27 Members to opt out of or object to the Settlement, or PAGA Members to intervene or object to
28 the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to

1 restrict Class Counsel's ability to communicate with Class Members in accordance with Class
2 Counsel's ethical obligations owed to Class Members.

3 99. Non-Disparagement: With respect to the Releases set forth in Paragraphs 70, 71,
4 and 72, Plaintiff agrees he shall not make, directly or indirectly, to any person or entity,
5 including, but not limited to, Defendants' or the other Released Parties' past, present, and/or
6 future employees, clients, and/or the press, any negative, derogatory, or disparaging oral, written,
7 and/or electronic statements about Defendants or the Released Parties, including their products
8 and services, or do anything that damages Defendants' or the Released Parties' (or any of their
9 products and services) reputation, good will, financial status, or business or client relationships.
10 With respect to the Releases herein set forth in Paragraphs 70, 71, and 72, Plaintiff further agrees
11 not to post any such statements on the internet or any blog or social networking site, including,
12 but not limited to, Facebook, Instagram, X (formerly known as Twitter), Glassdoor, LinkedIn, or
13 any other internet site or platform. Plaintiff's non-disparagement of Defendants and the Released
14 Parties is a material inducement for Defendants' entering into this Agreement. The Parties and
15 their respective counsel agree that, in the event of a proven breach by Plaintiff of this non-
16 disparagement provision, Plaintiff shall be responsible to pay Defendants the gross sum of One
17 Thousand Dollars and Zero Cents (\$1,000.00) as liquidated damages for each proven breach.

18 100. Non-Publication: Plaintiff and Class Counsel agree they have not and will not
19 publicize the Settlement. In response to any inquiries, Plaintiff and Class Counsel will state that
20 "the case was resolved and it was resolved confidentially." Class Counsel shall not report the
21 Settlement in any medium or in any publication, shall not post or report anything regarding the
22 claims of Plaintiff or the Class Members or the Settlement on its website, and shall not contact
23 any reporters or media regarding the Settlement, or communicate with any reporters or media
24 regarding the claims of Plaintiff or the Class Members or the Settlement. Despite this provision,
25 Class Counsel can discuss the Settlement Agreement with Plaintiff and the Class Members, in
26 any filings with the Court, or the LWDA which are necessary to effectuate the Settlement, and
27 Class Counsel may disclose the names of parties in this action and the venue/case number of this
28 action for purposes of proving adequacy. Plaintiff's non-publication of the Settlement, except as

necessary to effectuate the approval of same, is a material inducement for Defendants' entering into this Agreement. The Parties and their respective counsel agree that, in the event of a proven breach by Plaintiff of this non-publication provision, Plaintiff shall be responsible to pay Defendants the gross sum of One Thousand Dollars and Zero Cents (\$1,000.00) as liquidated damages for each proven breach.

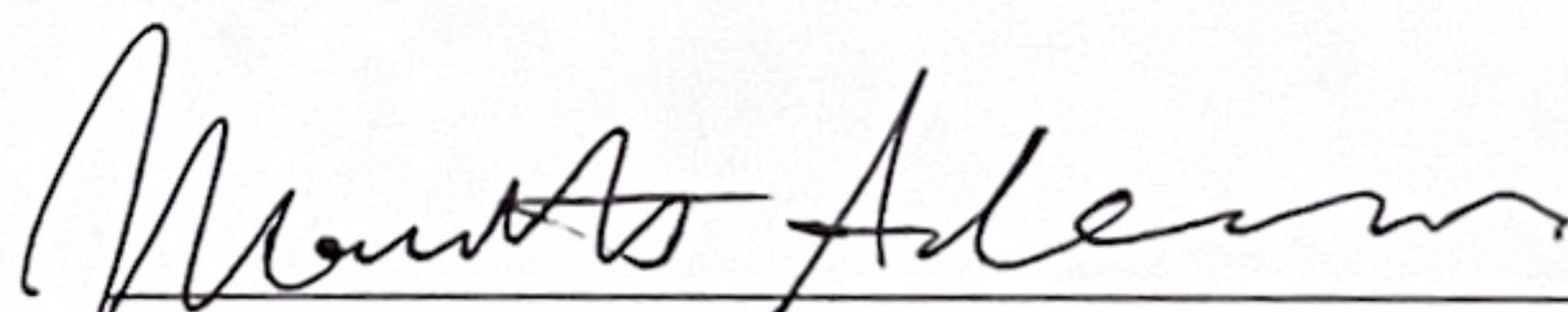
101. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

DATED: 7/29/2024

DocuSigned by:

 Plaintiff Roberto Hernandez

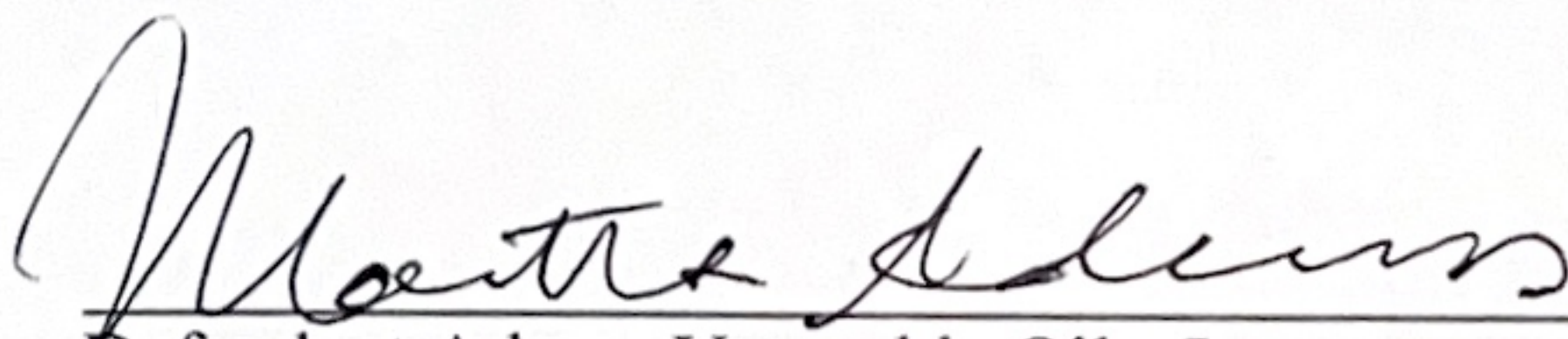
DATED: 8/7/2024


 Defendant Adams Grain Co.

Name: Marietta Adams

Title: Group Resource Manager

DATED: 8/7/2024


 Defendant Adams Vegetable Oils, Inc.

Name: Marietta Adams

Title: Group Resource Manager

1 **Approved as to Form:**

2
3
4 **PROTECTION LAW GROUP, LLP**

5 DATED: August 14, 2024



6 Heather Davis
7 Amir Nayebdadash
8 Brendan J. Burton
9 Shadi Sahebghalam
10 *Attorneys for Plaintiff*
11 ROBERTO HERNANDEZ

12 **LAWYERS for JUSTICE, PC**

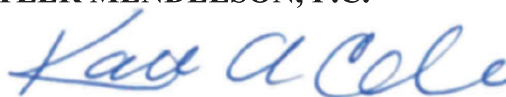
13 DATED: October 10, 2024

/s/ Hagit Goltzer

14 Arby Aiwarzian
15 Joanna Ghosh
16 Hagit Goltzer
17 *Attorneys for Plaintiff*
18 ROBERTO HERNANDEZ

19 **LITTLER MENDELSON, P.C.**

20
21 DATED: 08/13/2024



22 Noah J. Woods
23 Kara A. Ritter Cole
24 *Attorneys for Defendants*
25 ADAMS GRAIN CO. and
26 ADAMS VEGETABLE OILS, INC.