FILED
Superior Court of California
County of San Francisco
OCT 23 2026
CLERK OF THE COURT
BY: Dan Kane
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

JESSE P. SAHAGUN, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

ARCHER-DANIELS-MIDLAND COMPANY, and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-24-617054

ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL

This is a putative class action. Before the court is an unopposed motion by plaintiff Jesse P. Sahagun for preliminary approval of the $295,000 settlement of wage-and-hour claims, including a PAGA claim, that he reached with defendant Archer-Daniels-Midland Company. On August 14, 2026, at 9:00 a.m. in Department 613, the court heard oral argument on the motion after circulating a tentative ruling denying the motion. The court continued the hearing on the motion to October 23, 2026, to allow the parties to address certain issues raised in the tentative ruling. The parties have now adequately addressed these issues. At the further preliminary approval hearing, Sandy Pham (Moon Law Group, PC) appeared for Sahagun and Anahi Cruz (Morgan Lewis & Bockius LLP) appeared for Archer-Daniels-Midland Company. IT IS HEREBY ORDERED that the motion for preliminary approval of the amended settlement agreement, attached to the Supplemental Declaration of Kane Moon, **attached to this order**, is

GRANTED. A final approval hearing is **RESERVED** for **March 12, 2027, at 9:00 a.m.** with all briefing and evidence, including evidence sufficient to conduct a lodestar cross-check on attorney's fees, due no later than **February 11, 2027**, along with two paper courtesy copies. **IT IS FURTHER ORDERED** as follows:

1. Except as otherwise specified here, the court adopts and incorporates by reference the terms and definitions of the settlement agreement.
2. The following Settlement Class is conditionally certified for settlement purposes: *all current and former California non-exempt employees of Defendant during the Class Settlement Period of August 7, 2020, through April 30, 2026.*
3. The court finds that the Settlement Class meets the requirements for certification under Code of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and ascertainable; (2) there are predominant common questions of law or fact; (3) plaintiff's claims are typical of the claims of the members of the proposed Settlement Class; and (4) a class action is superior to other methods to efficiently adjudicate this controversy.
4. The court has considered the *Dunk/Kullar* factors and preliminarily approves the amended settlement agreement because it appears to be within the range of fair, adequate, and reasonable settlement that may be subject to final approval.
5. For settlement purposes only, Jesse P. Sahagun is conditionally appointed as class representative.
6. For settlement purposes only, Moon Law Group, PC is conditionally appointed as Class Counsel.
7. Apex Class Action Administration is appointed as settlement administrator. It shall carry out all of the duties and responsibilities as set forth in the settlement agreement and this order, including the provision of notice to the Settlement Class, at a cost of no more than $5,900.
8. The court approves the proposed form of notice attached to the September 21, 2026, supplemental declaration of Kane Moon. The court finds that distribution of the approved notice in accordance with the plan set forth in the settlement agreement (a) constitutes the best notice practicable under the circumstances, (b) constitutes valid, due, and sufficient notice to all members of the Settlement Class, and (c) complies fully with the requirements of California Code of Civil Procedure section 382 and California Rules of Court 3.766 and 3.769.

9. On **March 12, 2027, at 9:00 a.m.**, in Department 613 this court will hold a final approval hearing to determine whether the settlement agreement should be finally approved as fair, reasonable, and adequate as well as the attorney's fees, costs, and service award that should be approved. All briefing and evidence for the motion for final approval and the motion for attorney's fees, costs, and a service award shall be filed no later than **February 11, 2027**, with two paper courtesy copies of all briefing and evidence promptly delivered to Department 613. Electronic courtesy copies of the proposed order and proposed final form of judgment (in Word format) shall be delivered to the Department 613 email inbox contemporaneously with e-filing. Class Counsel shall promptly inform the court of contemplated appearances by members of the Settlement Class, including whether an interpreter is needed. The court may change the date or time of the final approval hearing without further notice to the Settlement Class.

10. Class Counsel shall serve the LWDA with a copy of this order within **5 court days**.

Dated: October 23, 2026

Jeffrey S. Ross

JEFFREY S. ROSS
Judge of the Superior Court

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

JESSE P. SAHAGUN, on behalf of himself and others similarly situated,

Plaintiff,

vs.

ARCHER-DANIELS-MIDLAND COMPANY; and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-24-617054

FIRST AMENDED STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

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ARCHER-DANIELS-MIDLAND COMPANY

This Stipulation of Settlement ("Settlement") is made and entered into, as of the date set forth below, between Plaintiff Jesse P. Sahagun, as an individual, as a representative of the proposed Class described herein and as representative of the State of California ("Plaintiff"), and Archer-Daniels-Midland Company ("Defendant"), who are parties to the above-captioned litigation (together, the "Parties").

1. **DEFINITIONS**

1.1 "Action" means the above-captioned action, *Sahagun v. Archer-Daniels-Midland Company, et al.*, San Francisco County Superior Court Case No. CGC-24-617054.

1.2 "Class Counsel" means Kane Moon, H. Scott Leviant, and Sandy Pham of Moon Law Group, PC.

1.3 "Class Data" means a confidential spreadsheet that includes, for each Settlement Class Member, their name, last known address, social security number, and number of Eligible Workweeks and Eligible Pay Periods or data sufficient for the Settlement Administrator to determine Eligible Workweeks and Eligible Pay Periods. The Class Data shall be based on Defendant's personnel and payroll records and provided in a format acceptable to the Settlement Administrator.

1.4 "Class Settlement Period" means the time period from August 7, 2020, through the earlier of April 30, 2026, or Preliminary Approval of the Settlement (the "Class Settlement Period"), subject to section 3.2.2 below.

1.5 "Class Representative" or "Plaintiff" means Plaintiff Jesse P. Sahagun.

1.6 "Class Representative's Released Claims" means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code Section 1542, by the Class Representative, arising at any time up to and including the date on which the Court enters the

Order of Final Approval, for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Class Representative's Released Claims also include, but are not limited to, the Released Claims as well as any other claims under any provision of the Fair Labor Standards Act ("FLSA"), the California Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination statutes, including, without limitation, the California Government Code; the Unruh Civil Rights Act, California Civil Code; the California Constitution; the California Business and Professions Code, including but not limited to Sections 17200 *et seq.*; the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of 1991; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act; the Fair Credit Reporting Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act of 2002; the California Family Rights Act; and all of their implementing regulations and interpretive guidelines; any and all claims for monetary recovery and personal or individual relief, except as prohibited by law; and any premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on any of the foregoing claims. For the avoidance of doubt, this is a complete and general release to the maximum extent by law. Notwithstanding the foregoing, the release of the Class Representative's Released Claims do not include any claim or right that is not waivable as a matter of law.

1.7 "Court" means the San Francisco County Superior Court.

1.8 "Defendant's Counsel" means Max Fischer, Sarah Zenewicz, and Anahi Cruz of Morgan, Lewis & Bockius LLP.

1.9 "Effective Date" means the latest of: (i) provided that no appeal from the Final Approval Order is filed, the day after the deadline for any appeals expires; (ii) if an appeal from the Final Approval Order is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested; and (iii) if an appeal of the Final Approval Order is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the Final Approval Order can be requested.

1.10 "Eligible Workweeks" means the workweeks that each Settlement Class Member worked for Defendant in California during the Class Settlement Period.

1.11 "Eligible Pay Periods" means the pay periods that each PAGA Member worked for Defendant in California during the PAGA Settlement Period.

1.12 "Enhancement Award" means the amount approved by the Court to be paid to the Class Representative, in recognition of his efforts in coming forward as Class Representative and as consideration for a full, general, and comprehensive release of the Class Representative's Released Claims, which shall be in addition to his portion of the Net Settlement Amount.

1.13 "Final Approval Date" means the date on which the Court enters the Order of Final Approval.

1.14 "Final Approval Hearing" means a hearing set by the Court, to take place on a date established by the Court, for the purpose of (i) determining the fairness, adequacy, and reasonableness of the Settlement pursuant to class action procedures and requirements; (ii) determining the amount of the award of attorneys' fees and costs to Class Counsel; (iii) determining the amounts of the Enhancement Award to the Class Representative; and (iv) entering the Judgment.

1.15 "Gross Settlement Amount" means the amount that Defendant will pay in settlement of this matter, subject to section 3.2.2 below. The Gross Settlement Amount includes all awards of attorneys' fees and costs to Class Counsel, Settlement Administration Costs, Enhancement Award, the PAGA Settlement Payment (paid to the PAGA Members and the LWDA), and payments to the Participating Class Members.

1.16 "Individual PAGA Payment" means the individual amounts paid from the PAGA Payment to the individual PAGA Members for settlement of claims for civil penalties under PAGA.

1.17 "Individual Settlement Payment" means the settlement amount due each Participating Class Member from the Net Settlement Amount.

1.18 "LWDA" means the California Labor and Workforce Development Agency.

1.19 "LWDA PAGA Payment" means the payment to the LWDA from the PAGA Payment for settlement of claims for civil penalties under PAGA.

1.20 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for distribution to the Participating Class Members, which shall equal the Gross Settlement Amount less PAGA Payment, Court-approved attorneys' fees and costs award to Class Counsel, Settlement Administration Costs, and the Enhancement Award.

1.21 "Notice of Settlement" means the document provided to Settlement Class Members to notify them of the settlement, a copy of which is attached hereto as **Exhibit 1**.

1.22 "PAGA Members" means all current and former California non-exempt employees of Defendant during the PAGA Settlement Period.

1.23 "PAGA Payment" means the payment in settlement of all claims for PAGA penalties, sixty-five (65%) of which will be distributed as the LWDA PAGA Payment and thirty-five (35%) of which will be distributed as Individual PAGA Payments to the PAGA Members.

1.24 "PAGA Settlement Period" means the period from August 4, 2023, through the end of the Class Settlement Period.

1.25 "Participating Class Members" means the Settlement Class Members who do not timely request to be excluded from the class settlement. No claim form is required for a Settlement Class Member to become a Participating Class Member.

1.26 "Preliminary Approval Date" means the date the Court enters the Order preliminarily approving the Settlement and setting the Final Approval Hearing.

1.27 "Qualified Settlement Fund" means the Qualified Settlement Fund ("QSF") created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

1.28 "Released Class Claims" means all federal, state and local law claims, rights, demands, liabilities, and causes of action, that were alleged, or reasonably could have been alleged, based on facts alleged in the operative First Amended Complaint and that arose or accrued during the Class Settlement Period including causes of action for (1) failure to pay minimum wage; (2) failure to pay overtime wage; (3) meal period violations; (4) rest break violations; (5) failure to indemnify reasonable and necessary business expenses; (6) failure to provide accurate wage statements; (7) waiting time penalties; (8) violation of the California unfair competition law ("UCL") based on the same alleged Labor Code violations; and (9) all claims for interest, penalties, attorneys' fees, costs and any other monetary relief based upon the claims described above and including, but not limited to, pursuant to any Wage Orders, Labor Code §§ 210, 218.5, 218.6, Code of Civil Procedure §1021.5.

1.29 "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the allegations in the PAGA Notice(s), and that arose or accrued during the PAGA Settlement Period, including but not limited to claims for violations of the California Labor Code for (1) failure to pay minimum wage; (2) failure to pay overtime wage; (3) meal period violations; (4) rest break violations; (5) failure to indemnify reasonable and necessary business expenses; (6) failure to provide accurate wage statements; (7) waiting time penalties; and (8) violations of or claims for civil penalties under Labor Code

sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, et seq, and 2802.

1.30 "Released Parties" means Defendant and any parent, subsidiary, affiliated or related entities (including ADM Rice, Inc. and any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers, but excluding any staffing agencies), and each of their respective past, present and future agents, employees, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, and consultants.

1.31 "Response Deadline" means forty-five (45) days after the Settlement Administrator mails the Notice of Settlement to Settlement Class Members. It shall be the last date on which Settlement Class Members may: (a) postmark any Opt-Out Request from the class portion of the Settlement, (b) postmark any written objection to the Settlement, and (c) postmark any Eligible Workweek or Eligible Pay Period Dispute. The Response Deadline for Settlement Class Members to whom the Notice of Settlement is remailed after having been returned as undeliverable to the Settlement Administrator shall be fifty-five (55) calendar days after the Settlement Administrator's initial mailing of the Notice of Settlement to Settlement Class Members, or fourteen (14) days after the re-mailing, whichever is later.

1.32 "Settlement Administration Costs" means the Settlement Administrator's not-to-exceed bid of $5,900.00 payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement in accordance with the Settlement Administrator's responsibilities outlined in this Settlement.

1.33 "Settlement Administrator" means APEX Class Action Administration ("APEX") who shall be responsible for the administration of the Settlement, distribution of any amounts owed under this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to appointment by the Court.

1.34 "Settlement Class" or "Settlement Class Members" means all current and former California non-exempt employees of Defendant during the Class Settlement Period.

2. RECITALS

2.1 Background and Procedural History

2.1.1 On August 7, 2024, Plaintiff filed Class Action Complaint in San Francisco Superior Court alleging causes of action for (1) failure to pay minimum wage; (2) failure to pay overtime wage; (3) meal period violations; (4) rest break violations; (5) failure to indemnify reasonable and necessary business expenses; (6) failure to provide accurate wage statements; (7) recordkeeping violations; (8) waiting time penalties; and (9) violation of the California unfair competition law ("UCL") based on the same alleged Labor Code violations. In her original Complaint, Plaintiff sought to represent a putative class of all California non-exempt employees.

2.1.2 On November 20, 2024 Plaintiff filed a First Amended Complaint to add a claim for civil penalties under PAGA.

2.1.3 After exchanging documents, the Parties entered arms-length negotiations to reach a settlement in principle. On February 9, 2026, the Parties attended a confidential mediation with experienced wage and hour mediator Eve Wagner. Following mediation, the Parties entered into a Memorandum of Understanding ("MOU") to memorialize this settlement on April 17, 2026.

2.2 Benefits of Settlement

2.2.1 Based on their own independent investigations and evaluations, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and terms set forth herein, considering the representative and class claims, and the risk of loss, is fair, reasonable, and adequate in light of all known facts and circumstances, and is in the best interests of the Settlement Class. Class Counsel is also of the opinion that the total consideration and payment set forth in this Settlement is adequate in light of the uncertainties surrounding the risk of further litigation, the possibility of losing class certification, that the PAGA claim could be

deemed unmanageable, and the defenses that Defendant has asserted and/or could assert as to the substantive merit of the claims.

2.2.2 Class Counsel has weighed the monetary benefit under the Settlement to the Settlement Class against the expenses and length of continued proceedings that would be necessary to prosecute the Action against Defendant through class certification, through manageability motions, summary judgment, trial and possible appeals. Class Counsel has also taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as class and representative actions, as well as the difficulties and delay inherent in such litigation. As a result, Class Counsel has determined that the agreement set forth in this Settlement is in the best interests of the Settlement Class.

2.2.3 Defendant denies any liability or wrongdoing of any kind and further denies that, for any purpose other than settling the Action, the Action is appropriate for class action or representative treatment, or that Plaintiff is a suitable class representative or an aggrieved employee under PAGA. Defendant maintains, among other things, that it has complied with California law in all aspects. Nothing in the MOU negotiations, approval of the Settlement, orders related to the Settlement or any other aspect of the Settlement will be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Released Parties.

2.2.4 Neither this Settlement, nor any document referred to in it, nor any actions taken pursuant to this Settlement, is or should be construed as an admission by Defendant of any fault, wrongdoing, or liability whatsoever. Nor should the Settlement be construed as an admission that Plaintiff could meet any of the class action requirements or that any PAGA claim would be manageable. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant, as to whether a class action should be certified, or that any PAGA claim is manageable.

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3. **SETTLEMENT TERMS**

3.1 **Conditional Class Certification.** For the purposes of the Settlement Agreement only, the Parties agree to conditional certification of the Settlement Class. If, for any reason, the Settlement Agreement is not approved, the stipulation to certification will be void. Should the Settlement Agreement not become final, for whatever reason, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Action, and shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified or whether the PAGA claim can be tried as alleged.

3.2 **Gross Settlement Amount**

3.2.1 Gross Settlement Amount: Defendant will pay a maximum of $295,000 in settlement of this matter ("Gross Settlement Amount"). Defendant will pay the employer's share of payroll taxes due on wages separate and in addition to the Gross Settlement Amount. The Gross Settlement Amount includes all attorneys' fees, costs, settlement administration costs, Plaintiff enhancement award, the PAGA Settlement Payment (paid to the PAGA Members and the LWDA), and payments to the Participating Class Members. No portion of the Gross Settlement Amount will revert to Defendant.

3.2.2 Escalation of Gross Settlement Amount or Truncation of Class Settlement Period: The Parties negotiated a settlement based on an estimated 9,039 workweeks from the start of the Settlement Class Period until the mediation. If the actual number of workweeks worked by Class Members during the Class Settlement Period exceeds 9,039 workweeks by ten percent (10%), meaning that the actual workweeks worked by Class Members during the Class Period is greater than 9,943 workweeks, then Defendant shall have the option to either (1) establish the end date of the Class Settlement Period as of the 9,943rd workweek, or (2) the Gross

Settlement Amount will increase pro rata per additional workweek over the ten percent increase, i.e., if the workweeks during the Class Settlement Period are 10,124, which is twelve percent (12%) greater than the estimate at mediation, then the Gross Settlement Amount increases by two percent to $300,900. This election must be made seven (7) calendar days prior to the Preliminary Approval Hearing, so that the Court is informed of the correct Class Period and the Class Notice is distributed to the correct individuals. If the escalator provision is triggered and elected, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

3.3 **Allocation of Gross Settlement Amount**

3.3.1 Class Representative Enhancement Award: Defendant will not oppose Plaintiff's application to the Court for an Enhancement Award of up to $5,000 to Plaintiff to be paid out of the Gross Settlement Amount, in addition to Plaintiff's Individual Settlement Payment and Individual PAGA Payment as a Participating Class Member and a PAGA Member. Plaintiff shall be required to execute a general release and 1542 waiver. The Settlement Administrator (and not the Defendant) shall issue an IRS Form 1099 to Plaintiff reflecting Plaintiff's Enhancement Award. Any amount requested but not awarded remains in the Net Settlement Amount and is distributed to Participating Class Members, rather than reducing Defendant's payment obligation.

3.3.2 Attorneys' Fees and Costs: Defendant will not oppose an application to the Court for attorneys' fees payable to Class Counsel in the amount of 1/3 of the Gross Settlement Amount ("Class Counsel's Fees") plus reimbursement for reasonable costs and expenses incurred not to exceed $30,000.00 ("Class Counsel's Costs"). The Settlement Administrator (and not the Defendant) shall issue IRS Form 1099 to Class Counsel reflecting the awarded Class Counsel's Fees and Costs. Any amount requested but not awarded remains in the Net Settlement Amount and is distributed to Participating Class Members, rather than reducing Defendant's payment obligation.

3.3.3 Settlement Administrator Costs: The Settlement Administration Costs incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Settlement shall be paid out of the Gross Settlement Amount and are estimated not to exceed $5,900.00. Under no circumstances will Defendant be required to contribute additional funds, above and in addition to the Gross Settlement Amount, to cover any unexpected Settlement Administration Costs. The Settlement Administration Costs shall include: all costs of administering the Settlement, including all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with establishing and maintaining a Qualified Settlement Fund; all costs and fees associated with preparing, issuing and mailing the Notice of Settlement and other correspondence to Settlement Class Members; all costs and fees associated with communicating with Settlement Class Members, Class Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying the payments due under this Settlement, and resolving disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes, making related payment to federal and state tax authorities, and issuing tax forms relating to payments made under the Settlement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering payments due under this Settlement; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement. Any amount of Settlement Administration Costs that is not awarded by the Court shall be added to the Net Settlement Amount. Any amount requested but not awarded remains in the Net Settlement Amount and is distributed to Participating Class Members, rather than reducing Defendant's payment obligation.

3.3.4 Individual Settlement Payments to Participating Class Members: Each Participating Class Member will be entitled to receive an Individual Settlement Payment, which will be paid out of the Net Settlement Amount. The amount of each Individual Settlement

Payment will be calculated on a pro rata basis, based on the Eligible Workweeks each Participating Class Member worked during the Class Settlement Period. There is no need for a Participating Settlement Class Member to submit a claim form in order to be eligible for and to receive an Individual Settlement Payment. To determine each Settlement Class Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: estimated Individual Settlement Payment = individual Eligible Workweeks ÷ all Settlement Class Member Eligible Workweeks × Net Settlement Amount. The Parties recognize that the Individual Settlement Payments to be paid to Participating Class Members reflect settlement of a dispute over claimed wages, interest, penalties, and other alleged damages.

3.3.5 PAGA Payment: A total amount of $30,000 of the Gross Settlement Amount will be allocated to the settlement of claims for civil penalties under PAGA (the "PAGA Payment"). The PAGA Payment will be distributed in accordance with PAGA so that sixty-five percent (65%), $19,500, is paid to the California Labor and Workforce Development Agency ("LWDA") and the remaining thirty-five percent (35%), $10,500, shall be distributed to the PAGA Members on a pro rata basis based on their Eligible Pay Periods during the PAGA Settlement Period.

3.4 **Taxation**

3.4.1 Tax Treatment of Individual Settlement Payments. For tax purposes, the Parties agree that thirty-three percent (33%) of each Participating Class Members' individual payment shall constitute payment in the form of wages and each Participating Class Member will be issued an IRS Form W-2 for such payment to him or her. The remaining sixty-seven percent (67%) of each Participating Class Members' individual payment shall constitute settlement for reimbursement of expenses, penalties and interest and each Participating Class Member will be issued an IRS Form 1099 for such payment to him or her, if required by law. The Settlement Administrator will not make any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k)

contributions or matching employer contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or with respect to the Individual Settlement Payments.

3.4.2 Tax Treatment of Individual PAGA Payments: All Individual PAGA Payments shall be allocated as one hundred percent (100%) penalties, for which a 1099 will be issued if required. PAGA Members will be responsible for paying all other taxes due on their Individual PAGA Payments. PAGA Members will be responsible for paying all taxes due on their Individual PAGA Payments. The Settlement Administrator will not make any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or with respect to the Individual PAGA Payments.

3.4.3 Circular 230 Disclaimer: Each Party to this Settlement (for purposes of this section, the "acknowledging party" and each Party to this Settlement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered into this Settlement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax

treatment or tax structure of any transaction, including any transaction contemplated by this Settlement.

3.5 **No Effect on Employee Benefits.** Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

3.6 **Releases.**

3.6.1 Class Representative's Release. As of the Effective Date and full funding of the Gross Settlement Amount, including the employer's share of payroll taxes, Plaintiff fully and finally releases the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to the Released Claims ("Class Representative's Released Claims"). Class Representative's Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that Plaintiff now know or believe to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS

MORGAN, LEWIS & BOCKIUS LLP
ATTORNEYS AT LAW
SAN FRANCISCO

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.

Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiff from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, Cal-OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Plaintiff, however, understands that by signing this Agreement, he waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, Cal-OSHA, the DFEH or any other state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

3.6.2 Participating Class Member Release. As of the Effective Date and full funding of the Gross Settlement Amount, including the employer's share of payroll taxes, all Participating Class Members fully and finally release the Released Parties from the Released Class Claims that arose during the Class Settlement Period.

3.6.3 PAGA Released Claims. As of the Effective Date and full funding of the Gross Settlement Amount, including the employer's share of payroll taxes, Plaintiff, as representative of the State of California, , fully and finally releases the Released Parties from the PAGA Released Claims for the PAGA Settlement Period.

4. APPROVAL OF SETTLEMENT, NOTICE TO CLASS AND ADMINISTRATION

4.1 Preliminary Approval

4.1.1 Class Counsel shall submit to the Court this Settlement and exhibits thereto for preliminary approval by the Court. Class Counsel will prepare and file the motion for preliminary approval and supporting papers. Plaintiff will provide the motion for preliminary approval and supporting papers to Defendant's Counsel for its review and approval at least seven (7) calendar days before filing. In the event that any party is required to file supplemental papers in support of settlement approval, the submitting party will provide the draft supplemental papers to the other party for its review and approval at least seven (7) calendar days before filing to the extent feasible.

4.1.2 Pursuant to California Labor Code § 2699(l), concurrently with the filing of the motion for preliminary approval, Plaintiff will provide notice of the proposed Settlement to the LWDA.

4.1.3 The Court's preliminary approval of this Settlement shall be embodied in an order certifying the Class for settlement purposes only, preliminarily approving the Settlement and providing for Notice of Settlement to be mailed to the Class in materially the same format attached hereto as Exhibit 1, and which will also set the date for the Final Approval Hearing. The Notice of Settlement shall advise Settlement Class Members of their options, which include filing an Opt-Out Request to the class settlement; filing an objection to the Settlement and receiving an Individual Settlement Payment and an Individual PAGA Payment (if applicable); or taking no action and receiving an Individual Settlement Payment and an Individual PAGA Payment (if applicable).

4.2 **Notice**

4.2.1 Delivery of Class Data: No later than twenty-one (21) calendar days after the Preliminary Approval Date, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator shall maintain the Class Data, and all data contained within the Class Data, as private and confidential and shall not disclose such data to any persons or entities, unless otherwise required by law. The information in the Class Data is being supplied solely for purposes of the administration of the settlement and cannot be used by

the Settlement Administrator or any agent or representative of the Settlement Administrator for any other purpose. Upon receipt of the Class Data, the Settlement Administrator shall check with the U.S. Postal Service National Change of Address Database and update any addresses for the Settlement Class Members.

4.2.2 Notice By First-Class Mail. Within twenty-one (21) calendar days of the receipt of the Class Data, the Settlement Administrator will send via United States first class mail the Notice of Settlement to the Settlement Class Members. If any Notice of Settlement is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall run a skip-trace using that Settlement Class Member's social security number in an effort to attempt to ascertain the current address of the Settlement Class Member. If such an address(es) is ascertained, the Settlement Administrator shall re-mail the Notice of Settlement within ten calendar days. If alternative addresses are obtained for a Settlement Class Member, the Settlement Administrator shall send the Notice of Settlement to up to two (2) alternative addresses.

4.3 **Opt-Out Requests**

4.3.1 Settlement Class Members, except for the Class Representative, will have until the Response Deadline within which to opt out of the class portion of this Settlement; however, exercising this option has no effect on the PAGA portion of this settlement, PAGA Members will be mailed an Individual PAGA Payment and be bound by the release of the Released PAGA Claims regardless of whether they opt out of the class settlement. Settlement Class Members who want to opt out must timely submit a signed and dated written request to be excluded from the class portion of the Settlement to the Settlement Administrator ("Opt-Out Request"). The Opt-Out Request must be postmarked on or before the Response Deadline, include the case name and number, the Settlement Class Member's name, address, and last four of their social security number, must be signed by the Settlement Class Member, and must reasonably communicate the Settlement Class Member's election to be excluded from the class Settlement.

4.3.2 Settlement Class Members who do not timely submit an executed Opt-Out Request shall be deemed a Participating Class Member and bound by this Settlement including the Participating Class Member Release. Settlement Class Members who timely submit an executed Opt-Out Request will not be bound by the Participating Class Member Release and will not receive an Individual Settlement Payment. The Notice of Settlement shall advise Settlement Class Members of their ability to opt-out of the class portion of the Settlement and of the consequences thereof, and further inform them that they cannot opt out of the PAGA settlement. Neither the Parties nor any of their counsel will solicit any Settlement Class Member to submit an Opt-Out Request.

4.3.3 If a Settlement Class Member submits both an Opt-Out Request and an Objection within the Response Deadline, then the Opt-Out Request will be deemed valid and the Objection invalid and the individual will not be deemed a Participating Class Member.

4.4 **Objections.** Settlement Class Members shall have until the Response Deadline to submit a written objection or request exclusion from the Settlement to the Settlement Administrator. Any Settlement Class Member who does not submit a timely and valid request for exclusion by this deadline will become a Participating Class Member. Only Settlement Class Members who have not filed an Opt-Out Request (i.e., Participating Class Members) may object to the Settlement. The written objection should be mailed to the Settlement Administrator include the case number and name of this case, should state the Participating Class Member's name and address and describe the reason(s) why the Participating Class Member objects to the Settlement and include or attach any documents upon which the objection is based. Participating Class Members may also appear at the Final Approval Hearing to present their objection, regardless of whether they submitted a written objection. The Parties and their counsel agree that they will not solicit, encourage, counsel or advise any individual to object to the Settlement.

4.5 **Eligible Workweek and Eligible Pay Period Disputes.** Participating Class Members and PAGA Members may dispute their Eligible Workweeks and Eligible Pay Periods if they believe they worked for more Eligible Workweeks or Eligible Pay Periods in the Class

Settlement Period or PAGA Settlement Period than stated on their Notice of Settlement. Participating Class Members and PAGA Members may do this by submitting information to the Settlement Administrator in writing no later than the Response Deadline. The Settlement Administrator will jointly work with Class Counsel and Defendant's Counsel to resolve the dispute in good faith. If the Parties cannot agree on the Eligible Workweeks or Eligible Pay Periods to be credited to that Participating Class Member or PAGA Member, the Settlement Administrator will make the final determination regarding disputes over Eligible Workweeks/Eligible Pay Periods

4.6 **Certification Reports by the Settlement Administrator.** The Settlement Administrator will, on a weekly basis during and for a reasonable period following distribution of the Notice of Settlement, provide updates to Class Counsel and Defendant's Counsel as to the number of persons in the Settlement Class who submitted (1) valid Opt-Out Requests; (2) written Objections, and (3) Eligible Workweeks or Eligible Pay Period disputes. All written objections shall be provided to the Parties' counsel within two days of receipt by the Settlement Administrator. To the extent practicable, the weekly updates shall also provide updated data on the extent of Notices of Settlement that are returned undeliverable and any re-mailing efforts.

4.7 **Nullification of Settlement.** Defendant shall have the sole right to void and withdraw from this Settlement if at any time prior to the Final Approval Date: (1) five percent (5%) or more of all Settlement Class Members submit timely and valid Opt-Out Requests; or (2) the Settlement is construed in such a fashion that Defendant would be required to pay more than the Gross Settlement Amount, exclusive of Defendant's share of the employer payroll taxes and any increase to the Gross Settlement Amount pursuant to the escalator provision set forth in Section 3.2.2.; or (3) the Court does not certify the Settlement Class, or does not certify a class releasing all of the Released Class Claims defined in this Settlement, or does not approve the PAGA settlement including the release of the Released PAGA Claims, or otherwise makes an order inconsistent with any of the material terms (as determined by Defendant) of this Settlement; (4) any pending litigation or litigation filed prior to the Final Approval Date in any way prevents

the Settlement from being preliminarily or finally approved by the Court; or (e) Plaintiff or Class Counsel materially breach the Settlement and fail to cure such breach within a reasonable period after written notice.

4.8 **Final Approval and Entry of Final Judgment**

4.8.1 Prior to the Final Approval Hearing, Plaintiff will move the Court for entry of an "Order of Final Approval" and associated entry of Judgment: (1) certifying the Settlement Class for Settlement purposes only, (2) finding the Settlement fair, reasonable, adequate, and in the best interests of the Participating Class Members, (3) approving the PAGA Payment to the LWDA and the PAGA Members; (4) approving Class Counsel's application for an award of attorneys' fees and costs, (5) approving the Class Representative's application for an Enhancement Award, (6) approving the payment of reasonable Settlement Administration Costs, and (7) releasing and barring any further Released Class Claims by Participating Class Members and Released PAGA Claims by or on behalf of the PAGA Members. Plaintiff will provide the motion for final approval and supporting papers to Defendant's Counsel for its review and approval at least seven (7) calendar days before filing. In the event that any party is required to file supplemental papers in support of settlement approval, the submitting party will provide the draft supplemental papers to the other party for its review and approval at least seven (7) calendar days before filing to the extent feasible. The Parties and their respective counsel shall make all reasonable efforts to secure entry of the Order of Final Approval. The proposed Order of Final Approval and the associated proposed Judgment shall be filed with the Court with the motion for final approval, or as otherwise directed by the Court.

4.8.2 Class Representative and Class Counsel shall be responsible for justifying the amount of the Enhancement Award and attorneys' fees and costs to the Court, and they agree to submit, as appropriate, the necessary materials to justify these payments. If the Court (or any appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less than the amount requested for the Enhancement Award for the Class Representative, only the

awarded amounts shall be paid and shall constitute satisfaction of the obligations of Defendant under this Settlement.

4.8.3 Defendant, Class Counsel, and the Class Representative waive their rights to file an appeal, writ, or any challenge whatsoever to an Order of Final Approval or Judgment or to the terms of this Settlement. However, either Party may appeal in the event an objector's objection is upheld by the trial court.

4.8.4 If an appeal results in an order materially modifying, setting aside, or vacating any portion of the Settlement, with the exception of any modification of the amount of attorneys' fees or costs to be paid to Class Counsel, or the amount of the Enhancement Award paid to the Class Representative, each party adversely impacted by the order shall have the right to treat such order as an event preventing Final Approval. To exercise this right, the party must inform the other Party and the Settlement Administrator, in writing, of the exercise of this right, within ten calendar days of receiving notice of any order modifying, setting aside, or vacating any portion of the Settlement. Before any Party elects to exercise its right to treat such order as an event permanently preventing Final Approval, that Party must meet and confer in good faith with the other Party to determine if an agreement can be reached modifying this Settlement to the mutual satisfaction of the Parties.

4.8.5 If the Final Approval does not occur, or if this Settlement is terminated or canceled pursuant to its terms, the Parties to this Settlement shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement. In such an event, if the Settlement is not approved by the Court substantially in the form agreed to by the Parties, or if the Settlement is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or if the Judgment does not become a Final Judgment, or if the Final Approval Date does not occur, this Settlement (except for those provisions relating to non-admission, denial of liability set forth herein, and the confidentiality agreements entered into by the Parties) shall be deemed null and void, its terms and provisions shall have no further force and effect and shall not be used in this Action or in any other

proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any other provision of this Settlement, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs to be paid by Defendant to Class Counsel, or reducing the amount of the Enhancement Award paid to the Class Representative, shall constitute grounds for cancellation or termination of the Settlement, or grounds for limiting any other provision of the Judgment.

4.9 **Funding and Distribution of the Settlement Proceeds**

4.9.1 Within twenty-one (21) calendar days after the Effective Date or within fourteen (14) days of the Settlement Administrator providing all information necessary for Defendant to transfer funds to the Qualified Settlement Fund, whichever is later, Defendant shall pay the Gross Settlement Amount and the employer's share of payroll taxes into the Qualified Settlement Fund set up, held, and controlled by the Settlement Administrator.

4.9.2 Within fifteen (15) calendar days after Defendant funds the Qualified Settlement Fund, the Settlement Administrator shall issue Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to the PAGA Members, the LWDA PAGA Payment to the LWDA, the Court-approved attorneys' fees and costs to Class Counsel, and the court-approved Enhancement Award to the Class Representative.

4.9.3 The Settlement Administrator shall keep counsel for the Parties apprised of all distributions from the Qualified Settlement Account and upon completion of administration of that portion of the Settlement, the Settlement Administrator shall provide written certification, under penalty of perjury, of such completion to the Court and counsel for all Parties.

4.10 **Uncashed Checks.** After one hundred and eighty (180) calendar days of issuance, funds from undeposited Individual Settlement Payment and Individual PAGA Payment checks will be held by the Settlement Administrator. Even if a Participating Class Member or PAGA Member does not cash or deposit his or her settlement payment check(s) within one-hundred eighty (180) calendar days of issuance, the Settlement, including its release, will be binding on

that Participating Class Member or PAGA Member. After one hundred and eighty (180) days, any uncashed checks for the Settlement shall be tendered to the State Controller's Office, Unclaimed Property Division in the name of the recipient.

5. MISCELLANEOUS PROVISIONS

5.1 **This Settlement is Fair, Adequate and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential.

5.2 **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement valid and enforceable. Should the Court deem any clause or provision of this Settlement be invalid, illegal, or unenforceable, it shall first attempt to modify or reform it as minimally necessary to be valid, lawful, and enforceable.

5.3 **No Admission.** Neither the acceptance nor the performance by Defendant of the terms of this Settlement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the Complaint, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiff, Settlement Class Members and/or PAGA Members in the Action, or of any liability or guilt of Defendant or the Released Parties in the Action. Nothing in this Settlement shall be construed to be or deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Settlement Class Members, or any other person, and Defendant specifically disclaims any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Settlement Class Members, PAGA Members and any other person. Each of the Parties has entered into this Settlement with the

intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies.

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

5.5 **Privacy of Documents and Information.** Plaintiff and Class Counsel agree that none of the documents and information provided to them by Defendant in connection with the Action and this Settlement shall be used for any purpose (including in any other litigation) other than this Settlement of the Action.

5.6 **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To the Class Counsel:

Kane Moon
H. Scott Leviant
Sandy Pham
Moon Law Group, PC
725 S. Figueroa St.,
31st Floor
Los Angeles, California 90017

To Defendant:

Max Fischer
Anahi Cruz
Morgan, Lewis & Bockius LLP
300 South Grand Avenue
Twenty-Second Floor
Los Angeles, CA 90071-3132

Sarah Zenewicz
Morgan, Lewis & Bockius LLP
600 Montgomery Street
Suite 2300
San Francisco, CA 94111-2725

5.7 **Drafting.** The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Settlement.

5.8 **Publicity.** Neither Plaintiff nor Plaintiff's counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Plaintiff's counsel agree that, prior to filing a motion for preliminary approval of the settlement, they will keep the terms of the Settlement confidential except for purposes of communicating with Plaintiff only. Plaintiff understands that prior to the filing of a motion for preliminary approval, the Settlement is confidential and Plaintiff shall keep it confidential. From and after preliminary approval of the Settlement, Plaintiff and Plaintiff's counsel may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as required under counsel's duties and responsibilities as class counsel, comment regarding the specific terms of the Settlement. In all other cases, Plaintiff and Plaintiff's counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written or electronic (including the world wide web), to say the Action has been resolved and that Plaintiff and Plaintiff's counsel are satisfied with the Settlement terms. Nothing in this Paragraph is intended to interfere with Plaintiff's counsel's duties and obligations to faithfully discharge their duties as class counsel, including but not limited to, communicating with Settlement Class Members regarding the settlement, and nothing shall prohibit Plaintiff's counsel from referring to the Settlement in adequacy of counsel declarations or related court filings.

5.9 **No Exclusion by Class Representative.** The Class Representative, by signing this Settlement, is bound by the terms herein and further agrees not to request to be excluded from the Settlement and not to object to any terms of this Settlement. Any such request for exclusion or objection shall therefore be void and of no force or effect.

5.10 **Computation of Time.** If the prescribed time period in which to complete the required or permitted action expires on a Saturday, Sunday or legal holiday, such time period shall be continued to the following business day.

5.11 **Modification.** This Settlement may not be changed, altered, or modified, except in writing signed by the Parties hereto and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing used by the Parties hereto.

5.12 **Binding on Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

5.13 **Execution in Counterparts.** This Settlement shall become effective upon its execution by all of the undersigned. The Parties may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

5.14 **Jurisdiction.** The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement. This Settlement shall be enforceable pursuant to California Code of Civil Procedure section 664.6 and admissible pursuant to California Evidence Code section 1123(a). Any action to enforce this Settlement shall be commenced and maintained only in the Court.

5.15 **Headings.** Paragraph titles or captions contained in the Settlement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement, or any provision thereof.

IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

AGREED AND UNDERSTOOD.

Docusign Envelope ID: 1787D6D4-479A-8DCB-81DA-84AFB6EB4308

JESSE P. SAHAGUN

DocuSigned by:
Jesse P Sahagun
48AEE1E846764FC...

Dated: 9/15/2026

By: _____
Jesse P. Sahagun

ARCHER-DANIELS-MIDLAND COMPANY

Signed by:
John Eagan
FEB122C009DD4F3...

Dated: September 12, 2026, 2026

By: _____
Name: John Eagan
Title: Senior Counsel - Labor & employment

APPROVED AS TO FORM:

MOON LAW GROUP, PC.

Dated: 9/21/2026

By: _____
Kane Moon
H. Scott Leviant
Sandy Pham
Attorneys for Plaintiff

MORGAN, LEWIS & BOCKIUS LLP

Signed by:
Anahi Cruz
5576BA014EF2486...

Dated: September 13, 2026, 2026

By: _____
Max Fischer
Sarah Zenewicz
Anahi Cruz
Attorneys for Defendant
ARCHER-DANIELS-MIDLAND COMPANY.

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On October 23, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: October 23, 2026

Brandon E. Riley, Court Executive Officer

By: _____
Sean Kane, Deputy Clerk