

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into in the matter entitled *Marie Thermanite Louis, et al. v. LFC Agricultural Services, Inc., et al.*, United States District Court for the Eastern District of Virginia Case No. 2:23-cv-00284 (the “Action”), by and between named Plaintiffs Marie Thermanite Louis and Monique Bertrand, (collectively, “Plaintiffs”), on behalf of themselves and the putative class members, and Defendants LFC Agricultural Services, Inc., Kuzzens, Inc., and Six L’s Packing Company, Inc. (collectively, “Defendants”). The Defendants, together with the Named Plaintiffs, are referred to herein as the “Parties”. Plaintiffs asserted the following claims against Defendants: (1) Violation of the Migrant and Seasonal Agricultural Worker Protection Act and (2) Violation of the Virginia Overtime Wage Act; (collectively the “Asserted Claims”). Defendants deny the Asserted Claims in their entirety.

AGREEMENT

1. No Admission of Liability. It is understood and agreed by Plaintiffs that this Agreement: represents a compromise and settlement for various matters; shall not constitute an admission by Defendants of any form of liability or the accuracy of any allegation made by Plaintiffs or Class Counsel, which Defendants expressly deny; and cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to seek preliminary and final court approval of this Agreement, enforce the terms of this Agreement or as required by a valid court order).

2. Settlement Payments. In consideration for the releases described in Paragraphs 3 and 4, and subject to Final Court Approval of this Agreement, Defendant agrees to make the following payments upon the terms and conditions contained herein:

a. Defendant agrees to pay a Claim Settlement Sum of Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00) (the “CSS”). The CSS shall be used to fund all settlement payments to the Class Members and all service awards to Plaintiffs.

b. The Parties agree that of the CSS, Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) will be payable to each Plaintiff as a service award, in addition to any amount she may be entitled to under the distribution formula as identified in Paragraph 6, for her time, effort, expense, and risks associated with being the named representative, a broader general waiver of her rights, and participating in the Action as a class representative. Any service awards approved by the Court will result in the issuance of Form 1099’s to the receiving Plaintiffs, who shall assume full responsibility and liability for the payment of taxes due on such awards. Defendant will not oppose Plaintiff’s application for such an enhancement award so long as it is consistent with the amount described herein. This amount shall come from, and shall not be in addition to, the CSS. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement.

c. The Parties agree that Defendants shall separately pay the employer’s share of any payroll taxes due on any individual settlement payments made to the Class Members, and such payment will not reduce the CSS.

d. In addition to the CSS, Defendants shall pay a Fee Settlement Sum (“FSS”) of Eighty Thousand Dollars and Zero Cents (\$80,000.00) for Plaintiffs’ attorneys’ fees and costs related to the Action. Any FSS approved by the Court will result in the issuance of a Form 1099 to Class Counsel, who shall assume full responsibility and liability for the payment of taxes due on such awards.

e. There shall be a “Net Settlement Sum” that is distributed to the Class Members in accordance with the allocations set forth in Paragraph 6 below. The Net Settlement Sum shall consist of the CSS less the amounts identified in Paragraph 2.b. above (i.e. any service awards to Plaintiffs). The Parties agree that 10% of the Net Settlement Sum” shall be allocated to the payment of allegedly owed wages and 90% shall be allocated to the payment of allegedly owed penalties and interest. Plaintiffs and Class Members shall be responsible for any and all tax obligations, other than the employer’s share of payroll taxes, associated with any payments they receive under this Settlement, including from the Net Settlement Sum.

f. Within thirty (30) calendar days after the Court grants Final Approval of this Agreement, Defendant shall deposit the CSS, the FSS, and the employer’s share of any payroll taxes into a QSF account established by the Administrator. Within seven (7) calendar days after the Court grants final approval of this Agreement (whether by way of minute order, order from the bench, or by signing a submitted final approval order), the Administrator shall provide Defendant with written notice of the total monies Defendant must deposit.

g. The Settlement will be on a common fund basis; there will be no claim form or claims process, and there will be no reversion to Defendants.

h. Defendants’ payment of any monies hereunder shall not extend or alter the Class Members’ period of employment for any purpose, nor shall it obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

3. Releases. In exchange for the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability is understood and agreed to as follows:

a. “Released Parties” as referenced herein and as released in the Agreement shall collectively mean Defendants and each of their former, current, and future parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, and assigns.

b. Marie Thermanite Louis, and Monique Bertrand, each individually and on behalf of herself and her heirs, successors, assigns, attorneys and agents, hereby releases and forever discharge the Released Parties from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens acts, costs, expenses, sums of money, suits, dues, actions or causes of action, both in law and in equity, whether known or unknown, matured or unmatured, suspected or unsuspected, which she ever had, now have, or may have in the future with regard to any claims made, or which could have been made, in the

Action including, but not limited to, any claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay straight time wages, failure to pay meal period wages, failure to pay rest period wages, failure to provide rest breaks, failure to provide meal periods, failure to provide accurate wage statements, failure to pay wages upon separation, failure to pay vacation wages upon separation, unfair competition, violations of the Migrant and Seasonal Agricultural Worker Protection Act, violations of the Virginia Overtime Wage Act, and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto.

c. As a condition of participating in this settlement, any Class Members who fail to timely submit a request to be excluded from the proposed settlement hereby waive and release Released Parties from any liability for all wage and hour claims, rights, demands, damages, liabilities and causes of action, whether known or unknown, contingent or vested, in law or in equity, arising in Virginia at any time during the Class Period for unpaid wages or other compensation, and/or related penalties, interest, costs, attorneys' fees, punitive damages, and/or injunctive or other equitable remedies, allegedly owed or available, related to the wage and hour claims, allegations, and operative facts asserted in the operative complaint including, but not limited to: (1) Violation of the Migrant and Seasonal Agricultural Workers Protection Act and (2) Violation of the Virginia Overtime Wage Act. This release shall not extend to any claims outside of the Class Period.

d. Except as provided herein, upon Final Approval of the Parties' Settlement, Plaintiffs and Defendants waive any and all claims for fees, costs, indemnity or contribution against Plaintiffs, any Class Member, Class Counsel, Defendants, or Defendants' counsel.

4. Motion for Preliminary Approval of Class Action Settlement. Plaintiffs shall file a motion seeking preliminary approval of this Agreement within seven (7) days after it is fully executed by the Parties. Defendants agree to cooperate with Plaintiffs in these efforts so that the motion seeking preliminary approval is filed in a timely manner.

5. Settlement Administrator and Distribution Method. The Parties have jointly selected ILYM to serve as the settlement administrator that will process and distribute all settlement funds in accordance with the Agreement (the "Administrator"). As a condition of appointment, ILYM shall agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the administration costs, which costs shall be paid entirely by Defendants. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. In addition, subject to court approval, the timelines and methods for the administration of this Agreement shall be as follows:

a. The settlement class is defined as "all migrant packing facility workers who worked for Defendants within the borders of the Commonwealth of Virginia for more than 40 hours in any workweek between July 1, 2021, and June 30, 2022" ("Class Members"). It shall be an opt-out class. The Parties estimate that there are 187 Class Members.

b. The Class Period is defined as between July 1, 2021 and June 30, 2022 (“Class Period”).

c. The Parties stipulate to Class Certification for purposes of settlement only. If the Court does not grant Preliminary and Final Approval of the Settlement, the Parties will not stipulate to Class Certification.

d. All Class Members will receive a portion of the Net Settlement Sum on a pro rata basis based on the amount of overtime wages they are claiming to be owed for any work they performed during the Class Period. Specifically, the final settlement payments will be determined by the Administrator by calculating each individual Class Member’s “best day” claimed damages during the Class Period and dividing that by the “best day” claimed damages attributable to the Class Members as a whole during the Class Period, and then multiplying that fraction by the Net Settlement Sum.

e. The Administrator will issue Class Members a form W-2 for all amounts paid as wages under this Agreement, making all deductions and withholdings required under law, and a Form 1099, marking Box 3, for all amounts paid as penalties and interest under this Agreement.

f. The Administrator shall distribute to all Class Members notice of this settlement, informing them of the basic information regarding its terms, how to submit objections, how to exclude themselves from this proposed settlement, their estimated shares of the Net Settlement Sum, how to dispute their allocated payment amounts, and the date for a final fairness hearing, in a form substantially similar to that attached hereto as Exhibit A (the “Notice”) and Exhibit B. Notice shall be provided to Class Members in the following manner:

(1) Within fourteen (14) days after entry by the Court of its Order of Preliminary Approval, Defendants shall provide the Administrator with all information needed to identify and locate the Class Members, process payments, and process claims for payments. This information shall include, but may not be limited to, Class Member names, social security numbers, employee ID numbers or other anonymous identifiers, dates of employment, last-known addresses, emails, and phone numbers, reported overtime hours worked during the Class Period, and base hourly rate of pay during the Class Period (the “Database”).

(2) The class list and any other data provided by Defendants to the Administrator shall be treated as confidential, and shall not be subject to disclosure by the Administrator, except that: (a) relevant information shall be provided to Class Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from either a Class Member or a third-party; (b) employee ID numbers or other anonymous identifiers, and the reported overtime hours worked during the Class Period, and base hourly rate of pay during the Class Period shall be provided to Defendants’ counsel and Class Counsel to confirm that the Administrator’s calculation of the Class Members’ settlement amounts are accurate; and (c) as is otherwise necessary for the Administrator to perform its obligations described in this Agreement. Furthermore, the Administrator (and Class Counsel, if appropriate) shall use commercially reasonable efforts to secure the data provided by Defendants at all times so as to avoid

inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and shall destroy the data and all copies of it in a complete and secure manner when it is no longer required for purposes of this Agreement. The Administrator shall ensure that the Notice and any other communications to Class Members shall not include any Class Member's social security number, except for the last four digits.

(3) Within seven (7) calendar days following receipt of the Database, the Administrator will provide the Parties with a spreadsheet showing: (a) the raw database data using only employee ID numbers or other anonymous identifiers reflecting each Class Members's reported hours worked and base hourly rate of pay, and (b) the Administrator's calculations for anticipated payments to Class Members, the allocation of claimed overtime pay to Class Members, and any payroll taxes to be paid by Defendants. The Administrator shall redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiffs to the Action) in order to protect Class Members' confidential information. This will allow Plaintiffs and Defendants the opportunity to review the Administrator's calculations, and the Administrator will confirm receipt and approval of the spreadsheet by the Parties prior to disbursing the class notices, as noted below.

(4) Within fourteen (14) days following receipt of the Database, subject to the Parties' approval, the Administrator shall perform an NCOA check to determine the Class Members' current addresses using the information provided by Defendant, populate the Notice Forms for each Class Member and send them the Notice via first-class, United States mail. The Notice shall contain each Class Member's employee ID or anonymous identifier and shall inform the Class Members that unless they opt-out of the Settlement they will be releasing all claims against Defendants as described in Paragraph 3d of this Agreement. The mailed Notice shall be provided to the Class Members in English, Spanish, and Haitian Creole.

(5) The Administrator will use a Haitian Creole translator/interpreter proposed by Plaintiffs, Rosa Bernabe, subject to Defendants' right to reject the proposed translator for any reason, to assist in the administration of the settlement.

(6) At or around the same time the Notice is mailed to the Class Members, the Administrator shall also send Class Members a text message in English, Haitian Creole, and Spanish by WhatsApp. The message shall state only that the Class Member may be eligible to participate in the settlement of a legal action based on their prior employment, shall inform the Class Member that they may contact the Administrator if they want more information, and shall contain the Administrator's contact information, but shall not identify any Defendant by name or contain any information about the Action.

(7) Class Members who request to receive a copy of the Notice by WhatsApp and provide the Administrator with their WhatsApp information shall be entitled to receive a copy of the Notice by WhatsApp.

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(8) The Administrator will establish and maintain an internet website to post a written version of the Notice and an audio version Notice in English, Haitian-Creole, and Spanish, as well as a written version of this Agreement in English. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

(9) Should an individual claiming to be a Class Member contact Class Counsel, but be unable to confirm their status as such by providing their employee ID or anonymous identifier, Class Counsel shall be permitted to ask the Administrator to confirm whether or not the individual is a Class Member.

g. Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator a signed written Request for Exclusion not later than thirty-five (35) days after the Administrator mails the Class Notice (the “Notice Period”). A Request for Exclusion is a written communication from a Class Member that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a Request for Exclusion must be received by the Administrator or postmarked by the end of the Notice Period (the “Response Deadline”).

h. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator shall submit the issue to the Parties for their review and determination.

i. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members’ Releases under Paragraph 3.d of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

j. Any dispute regarding the validity of any Class Member’s response to the notice (e.g. a potentially late, incomplete, or unclear response) shall be resolved by the mutual agreement of the Parties.

k. Every Class Member who submits a valid and timely Request for Exclusion shall be considered a Non-Participating Class Member and shall not be entitled to receive any payments under the Settlement or have the right to object to the Settlement.

l. Class Members who wish to dispute their allocations under Settlement must do so before the Response Deadline. The Class Member may challenge the allocation by communicating with the Administrator in writing. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the claimed overtime damages contained in the Class Notice are correct so long as they are consistent with the Database. The Administrator’s determination of each Class Member’s claimed overtime damages shall be final and not appealable or otherwise susceptible to challenge, but the challenging Class Member

remains free to object before the Objecting Deadline or opt-out before the Response Deadline. The Administrator shall promptly provide copies of all challenges to Defendants' Counsel and Class Counsel. The Administrator shall also promptly inform Defendants' Counsel and Class Counsel of its determination in response to any challenges received.

m. Any Participating Class Members wishing to object to the settlement must file those objections with the Court within 45 days of the mailing date of Notice ("Objection Deadline"). Only Participating Class Members may object to the terms of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, the amount of the CSS, or the amount of the FSS. The Parties may file responses to any objection within 60 days of the mailing date of Notice. Non-Participating Class Members have no right to object to the Settlement or the Agreement.

n. The Administrator shall provide weekly reports to the Parties regarding the status of the administration process, including the number of disputes, opt-outs, and objections received. Additionally, within seven (7) calendar days after the last day for any Class Members to dispute their allocation, request to be excluded from the settlement, or object to the proposed settlement, the Administrator shall provide the Parties with a signed declaration summarizing the details of the administration process, the number of disputes received, the number of opt-outs received, the number of objections received, and the final status of all such items.

o. After the Court grants final approval and within seven (7) calendar days after the Administrator receives payment of the Settlement Sum, the Administrator shall provide the Parties the final calculations of all settlement payments to all Class Members who did not opt-out of the settlement (the "Participating Class Members"). The Administrator shall redact any identifying information and instead assign an employee value, except leaving the identifying information for the named Plaintiffs, such that the Parties can review and approve the final distribution amounts to the Participating Class Members.

p. Within seven (7) calendar days after the final calculations are distributed by the Administrator, only upon approval by the Parties of the final distribution amounts, the Administrator will distribute the Net Settlement Sum to the Participating Class Members, will distribute the employer's share of payroll taxes to the appropriate taxing authority, will distribute any required service awards to Plaintiffs, and will distribute the FSS to Class Counsel (the "Distribution Date"). Participating Class Members will be mailed their share of the Net Settlement Sum as long as they have a verifiable mailing address. However, Participating Class Members request to receive payment by Venmo and provide the Administrator with their Venmo information shall be permitted to receive their share of the Net Settlement Sum by Venmo.

q. In the event that a Participating Class Member who was mailed a settlement check does not cash that check within one hundred and eighty (180) days after the Distribution Date, the Administrator shall attempt to call that Class Member, confirm their receipt of the settlement check, and/or confirm if they have a new mailing address. Plaintiffs' Haitian Creole translator and/or the Administrator's Spanish translator shall be permitted to be on that call.

r. Participating Class Members who are mailed settlement checks shall have two hundred and forty (240) days to cash those checks under this Agreement. The Party Administrator's mailing of a replacement check to a new address at a Class Member's request shall not extend this deadline.

s. Any checks not negotiated within the two hundred and forty (240) day limit will be voided and will not be reissued. Any portion of the Net Settlement Sum that is unclaimed within that two hundred and forty (240) day deadline shall be distributed by the Administrator to the State of Virginia's Unclaimed Property Fund in the name of the Class Member to whom the payment was originally issued.

t. Within ten (10) days after the Administrator disburses all funds in the QSF account, the Administrator will provide Class Counsel and Defendants' Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. Class Counsel is responsible for filing the Administrator's declaration with the Court.

6. Motion for Final Approval of Class Action Settlement. Plaintiffs will file a motion for final approval of the Settlement ("Motion for Final Approval") within the time frame ordered by the Court. Plaintiff shall provide drafts of these documents to Defendants' Counsel not later than fourteen (14) days prior to filing the Motion for Final Approval. Class Counsel and Defendants' Counsel agree to cooperate in good faith and to take all steps necessary to obtain Final Approval.

7. Class Counsel. The Parties agree to the designation of Butler Curwood, PLC and Legal Aid Justice Center as class counsel for purposes of the Settlement Class.

8. Class Representatives. The Parties agree to the designation of Marie Thermanite Louis and Monique Bertrand as class representatives for purposes of the Settlement Class.

9. Attorneys Fees' and Costs. Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own respective attorneys' fees and costs incurred in this Action, with the exception of any disputes regarding the payment of the CSS or FSS. In the case of a dispute regarding the payment of the CSS or FSS, the prevailing party shall be entitled to recover their attorneys' fees and costs.

10. Opt-Out Contingency. Notwithstanding any other provision of this Agreement, if more than 15 % of the Class Members make valid requests to opt out of the Settlement, Defendants may, in their sole discretion, choose to reject or accept and be bound by this Agreement. Defendants shall have fourteen (14) calendar days from the date the Administrator indicates the number of Class Members who opted out to inform Class Counsel in writing of its decision to exercise this opt-out option.

11. CAFA Notice. Before serving any CAFA Notice pursuant to 28 U.S.C. §1715, Defendants shall provide Plaintiffs with a copy of the same. However, Defendants shall be entitled to redact any confidential or private information of the Class Members that may be contained in the copy of the CAFA Notice provided to Plaintiffs.

12. Non-Solicitation. The Parties to this Agreement pledge their good faith and fair dealing in supporting the approval of this Settlement by the Court and shall not encourage or solicit Class Members to opt out of, refrain from opting in to, or objecting to the Settlement.

13. Good Faith Cooperation. The Parties agree to cooperate in good faith to effectuate the terms of the settlement, to take all steps necessary and appropriate to obtain preliminary approval and final approval of the settlement in the forum agreed-upon by the Parties, and to ensure that the settlement of the Action is fully and finally approved and adjudged by the Court. The Defendants agree in good faith to provide the Plaintiffs and their attorneys with such documents, records, and other evidence which may be necessary to obtain preliminary and final approval of this Settlement. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defendants' Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defendants' Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

14. No Assignment. Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the litigation, or any related action, and any attempt to do so shall be of no force or effect.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the Action, the Asserted Claims, and the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. This Agreement may not be modified or amended except in writing, signed by all Parties. Each Party acknowledges that there is no representation, inducement, promise, or agreement which has been made, orally or otherwise, by the other Party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

16. Arms' Length Transaction. The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated. Plaintiffs acknowledge that they are represented by, and have consulted with, legal counsel in connection with this Agreement.

17. Captions. The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

18. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

19. Continuing Jurisdiction. Pursuant to Federal Rule of Civil Procedure 41(a), the Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Action, Plaintiffs, all Class Members, and Defendants for the purpose of implementing and enforcing this Agreement, as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby. Furthermore, notwithstanding Federal Rule of Evidence 408, the Parties agree that this Agreement shall be admissible in Court for purposes of enforcing the Settlement.

20. Electronic signatures and Counterparts. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument. Electronic signatures, or original signatures transmitted electronically, shall be deemed as original signatures.

21. Governing Law. This Agreement shall be governed by and under the laws of the Commonwealth of Virginia, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

22. No Waiver. No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless it is made in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, with any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

23. Conditional Nature. The Parties enter into this Agreement on a conditional basis. If the Court does not enter an order granting final approval of the Agreement, resulting in payments of the CSS and FSS and the dismissal of the entire Action, this Agreement shall be deemed null and void; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms, and entry of the Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

24. Attorney Liens. Plaintiffs and Plaintiff's Counsel represent and warrant that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiffs in relation to the Action are Plaintiffs' responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party. Plaintiffs and Plaintiff's counsel will hold Released Parties harmless from any such claims.

25. No Additional Recovery. It is the intent of this Agreement that Plaintiffs, lienholders, and any other individual or entity with an interest in the Asserted Claims shall not recover, directly or indirectly, any sums from the Released Parties other than the funds received pursuant to this Agreement and set forth in Paragraph 2. If, despite the provisions of this Paragraph, any Released Party receives any claims from any individual or entity arising from Plaintiffs' or a Participating Class Member's filing of the Asserted Claims against them (including any claim for contribution or indemnity), the person who filed such claims shall hold harmless the Released Parties for such amount. Additionally, in the event that a trier of fact determines that any Released Party is or would be liable for contribution or indemnity under such circumstances pursuant to any theory of law or equity (and all appeals are exhausted or the time for such appeals have expired), this Agreement shall act as a release, releasing not only the Released Party, but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to contribution or indemnity from the Released Parties with respect to any liability that person, firm, or corporation may have to Plaintiffs or the Participating Class Members for any claims that would require such contribution or indemnity.

26. No Pending Matters. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

IT IS SO AGREED.

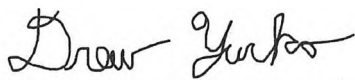
Dated: _____

Marie Thermanite Louis
Plaintiff/Class Representative

Dated: _____

Monique Bertrand
Plaintiff/Class Representative

Dated: 08/06/2024



LFC Agricultural Services, Inc.
Defendant

By: Drew Yurko

Its: CFO

24. Attorney Liens. Plaintiffs and Plaintiff's Counsel represent and warrant that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiffs in relation to the Action are Plaintiffs' responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party. Plaintiffs and Plaintiff's counsel will hold Released Parties harmless from any such claims.

25. No Additional Recovery. It is the intent of this Agreement that Plaintiffs, lienholders, and any other individual or entity with an interest in the Asserted Claims shall not recover, directly or indirectly, any sums from the Released Parties other than the funds received pursuant to this Agreement and set forth in Paragraph 2. If, despite the provisions of this Paragraph, any Released Party receives any claims from any individual or entity arising from Plaintiffs' or a Participating Class Member's filing of the Asserted Claims against them (including any claim for contribution or indemnity), the person who filed such claims shall hold harmless the Released Parties for such amount. Additionally, in the event that a trier of fact determines that any Released Party is or would be liable for contribution or indemnity under such circumstances pursuant to any theory of law or equity (and all appeals are exhausted or the time for such appeals have expired), this Agreement shall act as a release, releasing not only the Released Party, but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to contribution or indemnity from the Released Parties with respect to any liability that person, firm, or corporation may have to Plaintiffs or the Participating Class Members for any claims that would require such contribution or indemnity.

26. No Pending Matters. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

IT IS SO AGREED.

Dated: 08/11/2024 _____

Marie thermanite louis



e Louis
Plaintiff/Class Representative

Dated: _____

Monique Bertrand
Plaintiff/Class Representative

Dated: _____

LFC Agricultural Services, Inc.
Defendant

By:

Its:

24. Attorney Liens. Plaintiffs and Plaintiff's Counsel represent and warrant that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiffs in relation to the Action are Plaintiffs' responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party. Plaintiffs and Plaintiff's counsel will hold Released Parties harmless from any such claims.

25. No Additional Recovery. It is the intent of this Agreement that Plaintiffs, lienholders, and any other individual or entity with an interest in the Asserted Claims shall not recover, directly or indirectly, any sums from the Released Parties other than the funds received pursuant to this Agreement and set forth in Paragraph 2. If, despite the provisions of this Paragraph, any Released Party receives any claims from any individual or entity arising from Plaintiffs' or a Participating Class Member's filing of the Asserted Claims against them (including any claim for contribution or indemnity), the person who filed such claims shall hold harmless the Released Parties for such amount. Additionally, in the event that a trier of fact determines that any Released Party is or would be liable for contribution or indemnity under such circumstances pursuant to any theory of law or equity (and all appeals are exhausted or the time for such appeals have expired), this Agreement shall act as a release, releasing not only the Released Party, but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to contribution or indemnity from the Released Parties with respect to any liability that person, firm, or corporation may have to Plaintiffs or the Participating Class Members for any claims that would require such contribution or indemnity.

26. No Pending Matters. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

IT IS SO AGREED.

Dated: _____

Marie Thermanite Louis
Plaintiff/Class Representative

Dated: 08/09/2024 _____




Monique Bertrand
Plaintiff/Class Representative

Dated: _____

LFC Agricultural Services, Inc.
Defendant

By:

Its:

Dated: 08/06/2024



Kuzzens, Inc.
Defendant

By: Drew Yurko

Its: CFO

Dated: 08/06/2024



Six L's Packing Company, Inc.
Defendant

By: Drew Yurko

Its: CFO

Approved as to Form and Agreed
as to Content of Paragraph 24:

Dated: _____

Zev Antell
Plaintiffs' Counsel/Class Counsel

Dated: _____

Kristin Donovan
Plaintiffs' Counsel/Class Counsel

Approved as to Form:

Dated: 08/08/24



Scott Krause
Defendants' Counsel

Dated: _____

Kuzzens, Inc.
Defendant

By:

Its:

Dated: _____

Six L's Packing Company, Inc.
Defendant

By:

Its:

Approved as to Form and Agreed
as to Content of Paragraph 24:

Dated: 8/5/24 _____

Zev Antell

Zev Antell
Plaintiffs' Counsel/Class Counsel

Dated: _____

Kristin Donovan
Plaintiffs' Counsel/Class Counsel

Approved as to Form:

Dated: _____

Scott Krause
Defendants' Counsel

Dated: _____

Kuzzens, Inc.
Defendant

By:

Its:

Dated: _____

Six L's Packing Company, Inc.
Defendant

By:


Its:

Approved as to Form and Agreed
as to Content of Paragraph 24:

Dated: _____

Zev Antell
Plaintiffs' Counsel/Class Counsel

Dated: 8/12/24



Kristin Donovan
Plaintiffs' Counsel/Class Counsel

Approved as to Form:

Dated: _____

Scott Krause
Defendants' Counsel

EXHIBIT A – MAILED NOTICE

EXHIBIT B – WHATSAPP NOTICE

[CLASS MEMBER NAME], you may be eligible to participate in the settlement of a lawsuit based on your prior employment. For more information or to see if you qualify, contact settlement administrator ILYM at [ILYM CONTACT INFORMATION].