

SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into by and between Lead Named Plaintiffs, Dakota Grede and Steve Moffett, individually and on behalf of the class described herein, and Kraft Heinz Foods Company, LLC (“Defendant”) (collectively, the “Parties”), conditioned upon entry by the Court of a Final Order and judgment approving the Agreement and dismissing with prejudice all claims encompassed by the Agreement.

RECITALS AND BACKGROUND

A. On September 22, 2022, Plaintiff Dakota Grede filed a collective and class action complaint in the U.S. District Court for the Eastern District of Wisconsin (the “Court”) asserting violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”) and Wisconsin’s wage payment and collection laws, Wis. Stat. §§ 103, 104, 109, *et seq* (“WWPCL”), captioned *Dakota Grede v. Kraft Heinz Foods Company*, Case No. 22-cv-1103 (the “Wisconsin Lawsuit”). In the Wisconsin Lawsuit, he claimed and alleged, on behalf of himself and similarly-situated current and former employees, that Defendant failed to pay for all work time recorded on employees’ weekly timesheets by not including time for pre-shift and post-shift hours worked and by using an impermissible rounding practice to the detriment of employees and to the benefit of Defendant in violation of the FLSA and WWPCL. In addition, he claimed and alleged that Defendant failed to include all forms of non-discretionary compensation in employees’ regular rates of pay for overtime calculation purposes, which also violated the FLSA and WWPCL. On October 21, 2022, Grede filed an Amended Complaint. (*See* ECF No. 8.)

B. On October 2, 2023, Plaintiff Steve Moffett filed a collective and class action complaint in the U.S. District Court for the Western District of Pennsylvania asserting violations of the FLSA and Illinois’ Minimum Wage Laws (“IMWL”), captioned *Steve Moffett v. Kraft Heinz Foods Company*, Case No. 23-cv-1716 (the “Pennsylvania Lawsuit”). In the Pennsylvania Lawsuit, he claimed and alleged, on behalf of himself and similarly-situated current and former employees, similar wage violations to those alleged in the Wisconsin Lawsuit.

C. On or about December 18, 2023, the Pennsylvania Lawsuit was transferred to the court in which the Wisconsin Lawsuit was pending pursuant to court order issued in the Pennsylvania Lawsuit. (*See* ECF No. 24 in Pennsylvania Lawsuit) On January 23, 2024, the Court consolidated the Pennsylvania Lawsuit with the Wisconsin Lawsuit; as such, *Dakota Grede v. Kraft Heinz Foods Company*, Case No. 22-cv-1103 became the single matter proceeding “entirely for all purposes.” (*See* ECF No. 29.)

D. On May 10, 2024, Plaintiffs filed a “Consolidated Amended Complaint,” which is the operative pleading in *Dakota Grede v. Kraft Heinz Foods Company*, Case No. 22-cv-1103 (hereinafter, collectively and simply, the “Litigation”). Among other things, additional Named Plaintiffs were added to the Litigation as representatives of similarly-situated individuals (including current and former employees) in the States of Arkansas, California, Delaware, Florida, Indiana, Iowa, Michigan, Minnesota, Missouri, New York, Ohio, Oregon, South Carolina, Texas, and Virginia.

E. Defendant disputes the material allegations in the Litigation and denies any liability to Plaintiffs and the Putative Class Action Members. Defendant filed an answer to the Consolidated Amended Complaint to this effect on May 28, 2024.

F. Since the initiation of the Litigation, Defendant and Plaintiffs have investigated Plaintiffs' claims and evaluated the same, and the Parties have exchanged information and documents related to those claims. Following this investigation and exchange, the Parties engaged in substantial and extended settlement negotiations, including but not limited to conducting an in-person mediation in San Diego, California on February 23, 2024, before a nationally recognized mediator specializing in large-scale wage and hour class/collective action cases, which concluded with the Parties reaching a settlement in principle and executing a "Settlement Terms Sheet." This Agreement reflects the understanding and settlement of the Parties with respect to all wage and hour claims that were asserted, or could have been asserted, in the Litigation.

G. For purposes of settlement only, the Parties seek certification of the following opt-out settlement class pursuant to Rule 23 of the Federal Rules of Civil Procedure:

All individuals who worked as hourly-paid, non-exempt employees at Defendant at any time between September 22, 2019, and July 1, 2024, in the following States: Arkansas; California; Delaware; Florida; Iowa; Illinois; Indiana; Michigan; Minnesota; Missouri; New York; Ohio; Oregon; South Carolina; Texas; Virginia; and Wisconsin.

H. Plaintiffs' Counsel, Walcheske & Luzi, LLC and Nilges Draher LLC, among other things, has analyzed and evaluated the merits of the claims and causes of action made against Defendant, has engaged in the informal and formal exchange of information with Defendant's counsel, has obtained and reviewed documents relating to Defendant's compensation policies and practices, and has analyzed extensive and substantial timekeeping and payroll data for the similarly-situated individuals during the years 2019 through 2024, and has engaged in an in-person mediation in San Diego, California on February 23, 2024, before a nationally recognized mediator specializing in large-scale wage and hour class action cases. Based upon this analysis and the evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not resolved, might result in a less favorable recovery, or no recovery at all, Plaintiffs' Counsel is satisfied that the terms and conditions of this Agreement are a fair, reasonable, and adequate resolution of *bona fide* wage claims, and that this Agreement is in the best interests of Plaintiffs and those individuals whom they seek to represent.

I. The purpose of this Agreement, without admitting or conceding any liability, is to fully and finally resolve the Litigation, including any and all wage claims that were asserted in the Litigation or could have been asserted in the Litigation, and the Parties have agreed to settle all such asserted and unasserted claims raised in the Litigation.

J. By entering into the Agreement, Defendant does not admit any liability or wrongdoing and expressly denies the same. It is expressly understood and agreed by the Parties that the Agreement is being entered into by Defendant solely for the purpose of avoiding the costs and disruption of ongoing litigation and to settle all outstanding claims. Nothing in the Agreement, the settlement proposals exchanged by the Parties, or any motions filed or Orders entered pursuant

to the Agreement, is to be construed or deemed as an admission by Defendant of any liability, culpability, negligence, or wrongdoing, and the Agreement, each of its provisions, its execution, and its implementation, including any motions filed or Orders entered, shall not in any respect be construed as, offered, or deemed admissible as evidence, or referred to in any arbitration or legal proceeding for any purpose, except in an action or proceeding to approve, interpret, or enforce the Agreement. Furthermore, neither the Agreement, any motions filed, settlement proposals exchanged by the Parties, Orders entered pursuant to the Agreement, nor any class certification granted (conditionally or otherwise) pursuant to the Agreement and corresponding documents shall constitute an admission, finding, conclusion, or evidence that any requirement for class certification has been satisfied in this Litigation or any other action, except for the limited purpose to effectuate a settlement pursuant to the terms of the Agreement. This Agreement shall be inadmissible as evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the Litigation, including all wage claims asserted or that could be asserted in the Litigation, on the following terms and conditions.

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1** “Class Action Representatives” means the Lead Named Plaintiffs and the Named Plaintiffs, but only if the Court grants preliminary approval to motion to approve Lead Named Plaintiffs and the Named Plaintiffs as such.
- 1.2** “Class Members” means all Putative Class Members who do not affirmatively opt-out of the Litigation within 45 days following service of the Notice Packet, including Lead Named Plaintiffs and Named Plaintiffs.
- 1.3** “Court” means the United States District Court for the Eastern District of Wisconsin.
- 1.4** “Defendant” means Kraft Heinz Foods Company, LLC.
- 1.5** “Defendant’s Counsel” means Foley & Lardner LLP.
- 1.6** “Donning and Doffing” claims refer to those claims or causes of action contained in and referred to as such in the Consolidated Amended Complaint.
- 1.7** “Employer Payroll Taxes” means all taxes and withholdings an employer is required to pay arising out of or based upon the payment of employment/wage compensation applicable to the allegations in the Litigation and arising under this Agreement, including but not limited to FICA, FUTA, and SUTA obligations, which are not included in the Gross Settlement Amount.

- 1.8** “Final Approval” or “Final Order” means an Order entered by the Court granting final approval of the Settlement and the parties’ Agreement and dismissing the Litigation with prejudice.
- 1.9** “Gross Settlement Amount” means the common settlement fund of Fifteen Million Dollars and Zero Cents (\$15,000,000.00) that Defendant has agreed to pay to fully resolve and settle all wage claims that were or could have been asserted in the Litigation, and which includes Court-approved attorneys’ fees and costs, Court-approved Service Awards to Lead Named Plaintiffs and Named Plaintiffs, Settlement Administration Costs, and all amounts to be paid to Class Members.
- 1.10** “Lead Named Plaintiffs” are Dakota Grede and Steve Moffett.
- 1.11** “Litigation” means the consolidated action pending in the United States District Court for the Eastern District of Wisconsin (Milwaukee Division) captioned as *Dakota Grede v. Kraft Heinz Foods Company*, Case No. 22-cv-1103.
- 1.12** “Named Plaintiffs” are the following individuals: Patricia Montanez, for the States of California and Oregon; Melinda Wright, for the State of Delaware; Devin Crooms, for the State of Florida; Steve Brandt, for the State of Indiana; Clyde Bell, for the State of Iowa; LaGregory Bonner, for the State of Michigan; Brian Beranek, for the State of Minnesota; Krystal Buckley, for the States of Arkansas and Missouri; Ashley Merry, for the State of New York; David Valykeo, for the State of Ohio; Latrecia Adams, for the State of South Carolina; JoAnn Wyble, for the State of Texas; and Melissa Farmer, for the State of Virginia.
- 1.13** “Net Settlement Fund” means the remainder of the common settlement fund, or Gross Settlement Amount, that will be paid to the Rule 23 Settlement Class Members and FLSA Settlement Class Members after deductions, payments, and/or allocations for Court-approved attorneys’ fees and costs to Plaintiffs’ Counsel, Court-approved Service Awards to Lead Named Plaintiffs and Named Plaintiffs, and Settlement Administration Costs, which the parties anticipate will be approximately \$9,755,000.00 (Nine Million, Seven Hundred and Fifty-Five Thousand Dollars and Zero Cents).
- 1.14** “Notice Packet” refers to the Notice of Class Action and any exhibits thereto.
- 1.15** “Notice Period” shall mean a period of forty-five (45) days¹ following service of the Notice Packet.
- 1.16** “Parties” collectively mean the Lead Named Plaintiffs and the Named Plaintiffs, individually and on behalf of the Class Members, and Defendant.
- 1.17** “Plaintiffs’ Counsel,” and/or “Class Action Counsel” means Walcheske & Luzi, LLC and Nilges Draher LLC.

¹ Any reference to days herein shall mean calendar days unless otherwise stated.

- 1.18 “Putative Class Members” are all individuals who worked as hourly-paid, non-exempt employees at Defendant at any time between September 22, 2019, and July 1, 2024, in the following States: Arkansas; California; Delaware; Florida; Illinois; Iowa; Indiana; Michigan; Minnesota; Missouri; New York; Ohio; Oregon; South Carolina; Texas; Virginia; and Wisconsin.
- 1.19 “Regular Rate Compensation” claims refer to those claims or causes of action contained in and referred to as such in the Consolidated Amended Complaint.
- 1.20 “Releasees” means Defendant and its predecessors and successors, parents, subsidiaries, divisions, and affiliates.
- 1.21 “Rounding” claims refer to those claims or causes of action contained in and referred to as such in the Pennsylvania Lawsuit and Wisconsin Lawsuit and which were included (and could have been expressly included), if not expressly articulated, in the Consolidated Amended Complaint.
- 1.22 “Settlement,” “Settlement Agreement,” or “Agreement” means this agreement and the exhibits hereto, which the Parties understand and agree set forth all material terms and conditions of the settlement between them regarding all wage claims that were or could have been asserted in the Litigation, and which is subject to Court approval.
- 1.23 “Settlement Account” means the account held in trust by the Settlement Administrator of the funds paid by Defendant in the amount of \$15,000,000.00.
- 1.24 “Settlement Administrator” means Analytics LLC.
- 1.25 “Settlement Administration Costs” means the cost of administering the Parties’ settlement in accordance with this Agreement, which the Settlement Administrator has communicated to Plaintiffs’ Counsel and Defendant’s Counsel will be approximately \$165,000.00.
- 1.26 “Settlement Check” means the check issued to each Class Member for their proportionate share of the Net Settlement Fund calculated in accordance with this Agreement.
- 1.27 “Settlement Check Void Date” means the 120-day period that a Class Member has to sign and cash a Settlement Check after it is issued to them.
- 1.28 “Settlement Effective Date” means the date of Final Approval or the entry of a Final Order.
- 1.29 “Settlement Payments” mean the collective settlement payment amounts attributed to each Class Member, in accordance with this Agreement.

2. JUDICIAL APPROVAL & NOTICE TO PUTATIVE CLASS AND COLLECTIVE ACTION MEMBERS

- 2.1 This Agreement is a binding agreement and contains all material agreed-upon terms for the Parties to seek a full and final settlement and dismissal of all wage claims that were asserted or could have been asserted in the Litigation with prejudice.

2.2 Preliminary Settlement Approval

- (A) As soon as practicable, Plaintiffs' Counsel will file a Joint Motion for Preliminary Settlement Approval along with this Agreement and all Exhibits attached hereto ("Preliminary Approval Motion"). Among other things, the Preliminary Approval Motion will ask the Court to:
1. Preliminarily approve the settlement memorialized in this Agreement as a fair, reasonable, and adequate resolution of a *bona fide* wage dispute;
 2. Certify the Litigation as a class action under FED.R.CIV.P. 23 for purposes of settlement only;
 3. Appoint Lead Named Plaintiffs, Dakota Grede and Steve Moffett, and Named Plaintiffs, Patricia Montanez, Melinda Wright, Devin Crooms, Steve Brandt, Clyde Bell, LaGregory Bonner, Brian Beranek, Krystal Buckley, Ashley Merry, David Valykeo, Latrecia Adams, JoAnn Wyble, and Melissa Farmer, as the Class Action Representatives;
 4. Appoint Walcheske & Luzi, LLC and Nilges Draher LLC as Class Action Counsel pursuant to FED.R.CIV.P. 23(g);
 5. Appoint Analytics LLC as the Settlement Administrator;
 6. Approve the Notice Packet in the form of **Exhibit A** for distribution to all Putative Class Members;
 7. Find that the Notice Packet to be sent to all Putative Class Members constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Putative Class Members in full compliance with the requirements of applicable law, including the Due Process clause of the United States Constitution;
 8. Direct that each Putative Class Member who wishes to be excluded from the Litigation must opt-out per the instructions set forth in the Notice Packet, and that their response must be postmarked within 45 days of mailing of the Notice Packet;
 9. Direct that any Putative Class Member who has not properly and timely requested exclusion from the Litigation shall be bound by this Agreement when the Court issues a Final Order;
 10. Schedule a Fairness Hearing approximately ninety (90) to one-hundred and twenty (120) days after the date of the entry of an Order approving the Preliminary Approval Motion;
 11. Direct that any motions, including but not limited to a Motion for Approval of Attorneys' Fees and Costs, a Motion for Approval of Lead Named Plaintiffs' and Named Plaintiffs' Service Awards, and a Joint Motion for Final Settlement Approval, be filed with the Court no later than twenty-one (21) days prior to the Fairness Hearing; and
 12. Direct that any Putative Class Member who wishes to object in any way to the parties' Settlement must file and serve such written objections per the instructions set forth in the Notice Packet, which must be filed with the Court no later than fourteen (14) days prior to the Fairness Hearing. The Notice Packet shall state that the Court will not consider any objections that have not been properly raised and served on a timely basis.

(B) Distribution of Notice Packet By The Settlement Administrator

1. Within fourteen (14) days after the Court's Preliminary Approval Order, Defendant's Counsel will provide the Settlement Administrator with an excel spreadsheet list of the names and last known addresses of the Putative Class Members, according to records maintained by Defendant, in separate columns in the following format: "First Name"; "Last Name"; "Address"; "City"; "State"; and "Zip Code."
2. Within twenty-eight (28) days after the Court's Preliminary Approval Order, the Settlement Administrator will send a copy of the Notice Packet in the form of **Exhibit A** for distribution to all Putative Class Members via U.S. first-class mail.
3. If any Notice Packet for any Putative Class Member is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will take other appropriate steps to identify and mail the Notice Packet to an alternative address for the Putative Class Member.
4. Within fourteen (14) days after the expiration of the Notice Period, the Settlement Administrator will provide to Plaintiff's Counsel and to Defendant's Counsel the timely opt-out forms of the Putative Class Members received by the Settlement Administrator during the Notice Period.

(C) Objection to Settlement

Any Putative Class Member who intends to object to the fairness of this Agreement must, by the date specified in the Preliminary Order Approving Settlement, file any such objection with the Court and provide copies of the objection to both Plaintiffs' Counsel and Defendant's Counsel.

Any objection to the Agreement must include: (i) the objector's full name, address, and telephone number; (ii) dates of employment at Defendant and job title(s) held; (iii) a written statement of all grounds for the objection, including any legal support for the objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; (v) a list of all persons who will be called to testify in support of the objection; and (vi) a statement whether the objector intends to appear at the Fairness Hearing. If the objector intends to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the Fairness Hearing. Any Putative Class Member who does not file a timely written objection to the settlement and notice of his or her intent to appear at the Fairness Hearing shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

(D) Request for Exclusion

Any Putative Class Member who wishes to be excluded from the Litigation must submit a request for exclusion postmarked no later than 45 days after the mailing of the Notice Packet. Any Putative Class Member who fails to submit a timely request to be excluded shall be subject to and bound by this Agreement and every order or judgment entered pursuant to this Agreement.

(E) Fairness Hearing

On the date set forth in the Preliminary Approval Order or by such other Order as the Court will provide, a Fairness Hearing shall be held at which the Court will: (i) decide whether to certify a Rule 23 Settlement Class; (ii) decide whether to approve the Agreement as fair, reasonable, and adequate; (iii) decide Plaintiffs' Counsel's Motion for Attorneys' Fees and Costs; and (iv) decide Lead Named Plaintiffs' and Named Plaintiffs' Service Awards.

2.3 Final Settlement Approval

(A) If this Agreement is approved by the Court, a Final Order shall be entered as follows:

1. Certifying the Litigation as a class action under FED.R.CIV.P. 23;
2. Approving the Agreement as a fair, reasonable, and adequate resolution of a *bona fide* wage dispute as it applies to the Class Members;
3. Appointing Dakota Grede, Steve Moffett, Patricia Montanez, Melinda Wright, Devin Crooms, Steve Brandt, Clyde Bell, LaGregory Bonner, Brian Beranek, Krystal Buckley, Ashley Merry, David Valykeo, Latrecia Adams, JoAnn Wyble, and Melissa Farmer as Class Action Representatives;
4. Appointing Walcheske & Luzi, LLC and Nilges Draher LLC as Class Action Counsel;
5. Declaring the Agreement to be binding on the Parties;
6. Dismissing with prejudice the Class Members' released claims;
7. Dismissing without prejudice the wage claims of the Putative Class Members who properly and timely excluded themselves in full accordance with the procedures set forth in this Agreement;
8. Indicating the amount of attorneys' fees and costs to be awarded to Plaintiffs' Counsel consistent with the Settlement;
9. Indicating the amount of Lead Named Plaintiffs' and Named Plaintiffs' Service Awards to be awarded consistent with the Settlement; and
10. Dismissing the Litigation on the merits and with prejudice.

3. SETTLEMENT TERMS

3.1 Payments to Settlement Class Members

- (A) Defendant agrees to pay the Gross Settlement Amount of \$15,000,000.00 (Fifteen Million Dollars and Zero Cents) as a common settlement fund to fully and finally resolve and satisfy all wage claims asserted or that could have been asserted in the Litigation, including any and all amounts to be paid to the Class Members pursuant to this Agreement (which shall expire upon the Settlement Check Void Date), Court-approved attorneys' fees and costs to Plaintiffs' Counsel, and Court-approved Service Awards to Lead Named Plaintiffs and Named Plaintiffs. Defendant will not be required to pay more than the Gross Settlement Amount under the terms of this Agreement, with the exception of Employer Payroll Taxes.
- (B) Any portion of the Net Settlement Fund that is unclaimed by a Class Member due to a failure to timely cash a Settlement Check shall be returned to Defendant.
- (C) The Parties anticipate that the Net Settlement Fund will be approximately \$9,755,000.00 (Nine Million, Seven Hundred and Fifty-Five Thousand Dollars and Zero Cents). The allocation to Class Members will be made from the Net Settlement Fund as follows:
 - 1. \$2,335,000.00 will be allocated and divided between 41,766 Class Members pursuant to the Regular Rate Compensation claims as identified in **Exhibit B**.
 - 2. \$7,420,000.00 will be allocated and divided between 40,341 Class Members pursuant to the Donning and Doffing and Rounding claims as identified in **Exhibit B**.

3.2 Attorneys' Fees and Costs

- (A) Plaintiffs' Counsel will Motion the Court to approve payment of \$5,025,000.00 (Five Million and Twenty-Five Thousand Dollars and Zero Cents) from the Gross Settlement Amount as an award of attorneys' fees of one-third (1/3) of the common settlement fund, or \$5,000,00.00, and reasonable actual case-related costs not to exceed \$25,000.00. Defendant will not oppose this request.

3.3 Service Awards

- (A) Plaintiffs' Counsel will move the Court for service awards payable from the Gross Settlement Amount to Lead Named Plaintiffs and Named Plaintiffs for the services rendered to the Class Members as follows: \$25,000.00 to Lead Named Plaintiff, Dakota Grede; \$15,000.00 to Lead Named Plaintiff, Steve Moffett; \$2,000.00 each to Named Plaintiffs Patricia Montanez and Krystal Buckley; and \$1,000.00 each to Named Plaintiffs Melinda Wright, Devin Crooms, Steve Brandt, Clyde Bell, LaGregory Bonner, Brian Beranek, Ashley Merry, David Valykeo, Latrecia

Adams, JoAnn Wyble, and Melissa Farmer. Defendant will not oppose these requests.

- (B) This Service Awards and any requirements for obtaining any such payments are separate and apart from, and in addition to, Lead Named Plaintiffs' and Named Plaintiffs' recovery from the Net Settlement Fund as a Class Member.

4. SETTLEMENT FUNDING & VOIDED CHECKS

- (A) Within thirty (30) days of the Settlement Effective Date, Defendant will fund the Settlement Account with the Settlement Administrator in the amount of \$15,000,000.00.
- (B) Within seven (7) days of Defendant funding the Settlement Account with the Settlement Administrator, the Settlement Administrator shall distribute: Court-approved attorneys' fees and costs to Plaintiffs' Counsel; Court-approved Service Awards to Lead Named Plaintiffs and Named Plaintiffs; and individual Settlement Checks for each and every Class Member as described in this Agreement.
- (C) Settlement Checks issued pursuant to this Agreement shall expire upon the Settlement Check Void Date, which is one hundred twenty (120) days after issuance. After the Settlement Check Void Date, the Settlement Administrator will issue a stop payment order on all uncashed or returned checks. In the event that, before the close of the Settlement Check Void Date, the Settlement Administrator becomes aware that a Class Member did not receive the Settlement Check, or if an Class Member reports a lost or destroyed Settlement Check, or otherwise requests reissuance of his or her Settlement Check prior to the Settlement Check Void Date, the Settlement Administrator shall so advise Plaintiffs' Counsel and Defendant's Counsel and the Settlement Administrator shall issue a new check. In no event shall a Class Member be issued a replacement check until any prior check sent to them has been cancelled. Any unclaimed monies from the Net Settlement Fund or Settlement Checks that expire upon the Settlement Check Void Date shall remain with Defendant.

5. TAX CHARACTERIZATION OF PAYMENTS

- (A) Half (50%) of the payments to each Class Member pursuant to Section 3.1(C) will represent alleged wage relief and will be less all applicable employment taxes, including federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the IRS and the payee under the payee's name and Social Security number on an IRS Form W-2. Defendant shall withhold payroll taxes and other lawful withholdings and will issue each Settlement Class Member an IRS Form W-2.
- (B) Half (50%) of the payments to each Class Member pursuant to Section 3.1(C) will be made without withholding and reported to the IRS via Form 1099.

- (C) The employee portion of all applicable income and payroll taxes will be the sole responsibility of each individual Class Member receiving a Settlement Check and/or Service Award. Plaintiffs' Counsel and Defendant's Counsel make no representations as to the taxability of any portions of the settlement payments to any Class Member. Neither Plaintiffs' Counsel nor Defendant's Counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it be relied upon as such.
- (D) None of the amounts paid to Lead Named Plaintiffs, Named Plaintiffs, and any Class Members shall create any credit for, be included in, or otherwise affect the calculation or the accrual of any employee benefits in any plans, programs, agreements or policies sponsored, maintained or contributed to by Defendant, including for purposes of any bonus or retirement award of any kind.
- (E) The payment of attorneys' fees and costs pursuant to Section 3.2 will be made to Plaintiffs' Counsel without withholding and reported to the IRS via Form 1099.
- (F) The payment of Lead Named Plaintiffs' Service Awards and Named Plaintiffs' Service Awards pursuant to Section 3.3 will be made to Lead Named Plaintiffs and Named Plaintiffs without withholding and reported to the IRS via Form 1099.

6. RELEASE OF CLAIMS

6.1 Release By Class Members. Conditioned upon the Court's entry of a Final Order, and in exchange for the monetary consideration recited in this Agreement, Lead Named Plaintiffs hereby agree to dismiss the Litigation with prejudice, and each Class Member, including Lead Named Plaintiffs and Named Plaintiffs, will release the Releasees from any and all wage and hour claims that accrued while employed at Defendant as an hourly paid, non-exempt employee, at any time from September 22, 2019, through the date of the Court's entry of a Final Order, including but not limited to any and all state and federal law claims for unpaid overtime, regular, and/or agreed-upon or "straight time" wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, and any other claims derived from the alleged failure to pay wages when due pursuant to the FLSA and the following States' laws, whether specifically asserted in the Litigation or not:

- (A) Arkansas: Title 11, Chapter 4 of the Arkansas Code Annotated, *et. seq.*
- (B) California: California Labor Code, Title 8 of the California Code of Regulations, and applicable Wage Orders issued by the Industrial Welfare Commission.
- (C) Delaware: Delaware Code §§ 19-1101, *et. seq.*
- (D) Florida: Title XXXI, Chapter 448 of the Florida Statutes, *et. seq.*
- (E) Illinois: Illinois Minimum Wage Law ("IMWL"), 820 ILCS 105/1, *et. seq.*, and Illinois' Wage Payment and Collection Act, 820 ILCS 115/1, *et seq.*, Ill. Admin. Code 300, *et. seq.*

- (F) Indiana: Title 22 of the Indiana Code, *et. seq.*
- (G) Iowa: Chapter 91 of the Iowa Code and Administrative Rules of Labor Services, *et. seq.*
- (H) Michigan: Michigan Public Act 138 of 2014, Michigan Public Act 337 of 2018, and Michigan Public Act 390 of 1978, *et. seq.*
- (I) Minnesota: Minnesota Wage Theft Prevention Act, Minnesota Statutes § 16C.285, *et seq.*, Payment of Wages and Fringe Benefits Act, Minnesota Statutes 2018, §177.21, *et seq.*, and Minnesota Fair Labor Standards Rules, Chapter 5200 of the Minnesota Administrative Rules
- (J) Missouri: Title XVIII, Chapter 290 of the Revised Statutes of Missouri, *et. seq.*
- (K) New York: Chapter 31, Article 6 of the New York Laws, *et. seq.*
- (L) Ohio: Section 4111, *et seq.* of the Ohio Revised Code, *et. seq.*
- (M) Oregon: Chapter 652 of the Oregon Revised Statutes, *et. seq.*
- (N) South Carolina: Title 41, Chapter 10 of the South Carolina Code of Laws Unannotated, *et. seq.*
- (O) Texas: Title 2, Chapter 61 of the Texas Labor Code, *et. seq.*
- (P) Virginia: Title 40.1, Chapter 3, Article 2 of the Code of Virginia, *et. seq.*
- (Q) Wisconsin: Wisconsin’s Wage Payment and Collection Laws (“WWPCL”), Wis. Stat. § 109.01 *et seq.*, Wis. Stat. § 104.01 *et seq.*, Wis. Stat. § 103.001 *et seq.*, Wis. Admin. Code § DWD 274.01 *et seq.*, and Wis. Admin. Code § DWD 272.001 *et seq.*

6.2 Release By Lead Named Plaintiffs and Named Plaintiffs: Conditioned upon the Court’s entry of a Final Order, and in exchange for the Court-approved Service Awards recited in this Agreement, Lead Named Plaintiffs and Named Plaintiffs and their respective predecessors, successors, heirs and assigns, in addition to legal representatives, hereby and forever completely release and discharge Releasees from any and all known or unknown claims, which are releasable by law, of any kind which arise out of or are in any manner based upon or related to the employment relationship between Lead Named Plaintiffs, Named Plaintiffs, and Defendant, from September 22, 2019, through the date of the Court’s entry of a Final Order. Lead Named Plaintiffs’ and Named Plaintiffs’ release of claims against Releasees includes but is not limited to: (1) claims pursuant to the FLSA; (2) claims pursuant to the States’ laws referenced in Section 6.1 of this Agreement; (3) any state common law wage claims, including, but not limited to, breach of contract (whether express or implied), promissory estoppel, unjust enrichment and quantum merit; (4) Title VII of the Civil Rights Act of 1964, as amended; (5) Section 1981 of the Civil Rights Act of 1866 (42 U.S.C. § 1981); (6) the Genetic Information Nondiscrimination Act; (7) the

Americans with Disabilities Act, as amended; (8) the Equal Pay Act; (9) the National Labor Relations Act; (10) the Employee Retirement Income Security Act of 1974; (11) the Wisconsin Fair Employment Act, as well as any other applicable state non-discrimination law; (12) the Wisconsin Business Closing law; (13) state or federal parental, family and medical leave acts; (14) the Uniformed Services Employment and Reemployment Rights Act (USERRA), or any other local, state, or federal military and/or veterans rights act, or any other claim based on veteran status; (15) claims arising under any other local, state or federal statute, ordinance, regulation or order, or which involve a claim or action for wrongful discharge, defamation, misrepresentation, violation of public policy, invasion of privacy, emotional distress, discrimination, retaliation breach of contract (express or implied) and/or any other tort or common law cause of action; and (16) any other federal, state or local law, statute or ordinance affecting the Lead Named Plaintiffs' or Named Plaintiffs' employment with or termination from Defendant.

6.3 Claims Not Waived: Notwithstanding the releases identified above, this Agreement does not waive any claims that any Class Member (including the Lead Named Plaintiffs and Named Plaintiffs) may have: (a) arising from acts or conduct occurring after the date that the Named Plaintiffs sign the Agreement; (b) for compensation for illness or injury or medical expenses under any worker's compensation statute; (c) for benefits under any plan currently maintained by the Defendant that provides for retirement benefits (however, the Settlement Payment(s) provided in this Agreement shall not be considered or included for purposes of any retirement benefit contribution or plan); (d) under any law or any policy or plan currently maintained by the Defendant that provides health insurance continuation or conversion rights; (e) any claim for breach of this Agreement; or (f) any claim that by law cannot be released or waived.

7. VOIDING THE AGREEMENT

7.1 If the Court rejects the Settlement and/or this Agreement, fails to approve and enter a Final Order in substantially the form submitted by the Parties, or fails to enter a Final Order, unless the Parties agree in writing, this Agreement shall be void *ab initio* except as to the provisions expressly stated in this Agreement to survive, and Defendant shall have no obligations to make any payments under the Settlement or this Agreement.

7.2 In the event that the Court fails to approve the Settlement and/or this Agreement, the Parties: (a) must attempt to renegotiate the Settlement for the purpose of obtaining Court approval of a renegotiated Settlement and Agreement; and/or (b) either or both Parties may seek reconsideration or appellate review of the decision denying approval of the Settlement or Agreement. In the event reconsideration and/or appellate review is denied, or a mutually agreed-upon settlement modification is not approved, and the Parties decide to forego further negotiation of a settlement, the Litigation will proceed as if no settlement had been attempted. In that event, nothing in the Settlement or Agreement, including documents produced in furtherance of gaining approval for settlement or in settlement negotiations, may be used by or against any Party under Rule 408 of the Federal Rules of Evidence, the Agreement shall have no force or effect, and no Party shall be bound by any of its terms and Defendant shall have no obligation to make any payments pursuant to the terms of this Agreement.

7.3 The Agreement will become final and effective upon the occurrence of all of the following events: (a) the Court enters a Final Order and/or Final Judgment; and (b) the Settlement Effective Date occurs.

8. PARTIES' AUTHORITY

8.1 The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

9. MUTUAL COOPERATION

9.1 The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendant and their counsel, take all necessary steps to secure the Court's approval of this Agreement. At no time shall any of the Parties or their counsel: (a) discourage any Putative Class Member to exclude him or herself from the Litigation; and/or (b) encourage any Class Member to object to the Agreement.

10. NOTICES

10.1 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 registered or certified mail, return receipt requested, addressed as follows:

To Named Plaintiff and Class Members:

Scott S. Luzi, Esq.
David M. Potteiger, Esq.
WALCHESKE & LUZI, LLC
235 N. Executive Drive, Suite 240
Brookfield, Wisconsin 53005
Telephone: (262) 780-1953
E-Mail: sluzi@walcheskeluzi.com
E-Mail: dpotteiger@walcheskeluzi.com

and

Robi J. Baishnab, Esq.

NILGES DRAHER LLC
1360 East 9th Street, Suite 808
Cleveland, Ohio 44114
Telephone: (216) 230-2944
E-Mail: rbaishnab@ohlaborlaw.com

To Defendant:

Daniel A. Kaplan, Esq.
Katelynn M. Williams, Esq.
FOLEY & LARDNER LLP
150 East Gilman Street, Suite 5000
Madison, Wisconsin 53703
Telephone: (608) 258-4231
E-Mail: dkaplan@foley.com
E-Mail: kmwilliams@foley.com

11. NO ADMISSION OF LIABILITY

11.1 Defendant denies all of the allegations made by Plaintiffs, Class Members, Putative Collective Action Members, and Putative Class Members in the Litigation and denies that it is liable or owes damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation. The Parties have fully and finally resolved the Litigation, and the Parties have agreed to settle all wage claims asserted or that could have been asserted in the Litigation on the terms and conditions set forth in this Agreement. Neither this Agreement, nor any document referred to herein, nor any action taken to carry out this Agreement, is, or may be construed as, or may be used as an admission, concession, or indication by or against Defendant of any fault, wrongdoing or liability whatsoever.

12. INTERPRETATION & ENFORCEMENT/MISCELLANEOUS TERMS

12.1 Further Acts. Each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

12.2 No Assignment. The Parties 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 wage claims asserted or that could have been asserted in the Litigation, or any related action, and any attempt to do so shall be of no force or effect.

12.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, this Agreement supersedes and displaces any prior agreements and discussions relating to such matters, and no Party may rely on any such prior agreements or discussions.

- 12.4** Binding Effect. This Agreement shall be binding upon the Parties, including all Class Members, and, with respect to the Lead Named Plaintiffs and the Named Plaintiffs, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.
- 12.5** 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.
- 12.6** Government Cooperation. Nothing in this Agreement prohibits any Putative Class Member from cooperating with any government agency, including the National Labor Relations Board or the Equal Employment Opportunity Commission, or any similar State agency. Further, the Class Members understand that nothing in this Agreement prohibits any of them from reporting a possible violation of federal, state, or local law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, or any agency (including but not limited to the National Labor Relations Board or the Equal Employment Opportunity Commission) or Inspector General, or making other disclosures that are protected under any whistleblower provision of federal, state, or local law or regulation. Additionally, the Class Members understand that none of them needs the prior authorization of the Defendant to make any such reports or disclosures, and they are not required to notify the Defendant that they made such reports or disclosures. Finally, each Class Member represents and admits that he or she is not aware, as of the date on which this Agreement is executed, of any conduct, misconduct, action or proposed action that would, in their good faith belief, constitute a violation of any obligation(s) owed by the Defendant that would give rise to a report by them such as that described under this paragraph, or by law.
- 12.7** 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.
- 12.8** 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.
- 12.9** Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Wisconsin, 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.
- 12.10** Waivers in Writing. 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 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.

12.11 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.

12.12 Facsimile, Electronic and E-mail Signatures. Any Party may execute this Agreement by signing or by causing its counsel to sign, or by e-signature on the designated signature block below and transmitting that signature page via facsimile, e-mail, or other electronic means to counsel for the other Party. Any signature made and transmitted by facsimile, e-signature, or e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile, e-signature or e-mail.

12.13 Signatories. This Agreement is valid and binding if signed by Defendant’s authorized representative and Lead Named Plaintiffs.

12.14 Non-Publication. Plaintiffs’ Counsel and Defendant’s Counsel agree to make no public comment, communications to the media, or any form of advertising or public announcement, including social media, regarding this settlement, outside the court-mandated processes which require a specific communication.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth below:

DAKOTA GREDE

KRAFT HEINZ FOODS COMPANY



Dakota Grede (Jul 10, 2024 16:03 CDT)

By: _____

Date: 07/10/24

Title: _____

Date: _____

STEVE MOFFETT

PATRICIA MONTANEZ

Date: _____

Date: _____

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.

- 12.11 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.
- 12.12 Facsimile, Electronic and E-mail Signatures.** Any Party may execute this Agreement by signing or by causing its counsel to sign, or by e-signature on the designated signature block below and transmitting that signature page via facsimile, e-mail, or other electronic means to counsel for the other Party. Any signature made and transmitted by facsimile, e-signature, or e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile, e-signature or e-mail.
- 12.13 Signatories.** This Agreement is valid and binding if signed by Defendant's authorized representative and Lead Named Plaintiffs.
- 12.14 Non-Publication.** Plaintiffs' Counsel and Defendant's Counsel agree to make no public comment, communications to the media, or any form of advertising or public announcement, including social media, regarding this settlement, outside the court-mandated processes which require a specific communication.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth below:

DAKOTA GREDE

Date: _____

KRAFT HEINZ FOODS COMPANY

By: 

Title: Chief People Officer - NA

Date: 7/11/2024

STEVE MOFFETT

Date: _____

PATRICIA MONTANEZ

Date: _____

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.

12.11 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.

12.12 Facsimile, Electronic and E-mail Signatures. Any Party may execute this Agreement by signing or by causing its counsel to sign, or by e-signature on the designated signature block below and transmitting that signature page via facsimile, e-mail, or other electronic means to counsel for the other Party. Any signature made and transmitted by facsimile, e-signature, or e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile, e-signature or e-mail.

12.13 Signatories. This Agreement is valid and binding if signed by Defendant's authorized representative and Lead Named Plaintiffs.

12.14 Non-Publication. Plaintiffs' Counsel and Defendant's Counsel agree to make no public comment, communications to the media, or any form of advertising or public announcement, including social media, regarding this settlement, outside the court-mandated processes which require a specific communication.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth below:

DAKOTA GREDE

KRAFT HEINZ FOODS COMPANY

By: _____

Date: _____

Title: _____

Date: _____

STEVE MOFFETT

PATRICIA MONTANEZ



Date: 07/11/2024

Date: _____

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.

12.11 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.

12.12 Facsimile, Electronic and E-mail Signatures. Any Party may execute this Agreement by signing or by causing its counsel to sign, or by e-signature on the designated signature block below and transmitting that signature page via facsimile, e-mail, or other electronic means to counsel for the other Party. Any signature made and transmitted by facsimile, e-signature, or e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile, e-signature or e-mail.

12.13 Signatories. This Agreement is valid and binding if signed by Defendant’s authorized representative and Lead Named Plaintiffs.

12.14 Non-Publication. Plaintiffs’ Counsel and Defendant’s Counsel agree to make no public comment, communications to the media, or any form of advertising or public announcement, including social media, regarding this settlement, outside the court-mandated processes which require a specific communication.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth below:

DAKOTA GREDE

KRAFT HEINZ FOODS COMPANY

By: _____

Date: _____

Title: _____

Date: _____

STEVE MOFFETT


PATRICIA MONTANEZ

Patricia Montanez
Patricia Montanez (Jul 10, 2024 14:15 PDT)

Date: _____

Date: 07/10/24

MELINDA WRIGHT


Melinda Wright (Jul 10, 2024 16:05 EDT)

Date: 07/10/24

DEVIN CROOMS

Date: _____

STEVE BRANDT

Date: _____

CLYDE BELL

Date: _____

LAGREGORY BONNER

Date: _____

BRIAN BERANEK

Date: _____

KRYSTAL BUCKLEY

Date: _____

ASHLEY MERRY

Date: _____

MELINDA WRIGHT

Date: _____

DEVIN CROOMS

DC

Date: 07/10/2024

STEVE BRANDT

Steve Brandt

Date: 07/10/2024

CLYDE BELL

Clyde Bell

Date: 07/10/2024

LAGREGORY BONNER

Gregory Bonner

Date: 07/10/2024

BRIAN BERANEK

Date: _____

KRYSTAL BUCKLEY

Kristal Buckley

Date: 07/10/2024

ASHLEY MERRY

Date: _____

-

MELINDA WRIGHT

Date: _____

DEVIN CROOMS

Date: _____

STEVE BRANDT

Date: _____

CLYDE BELL

Date: _____

LAGREGORY BONNER

Date: _____

BRIAN BERANEK



Brian Beranek (Jul 10, 2024 15:02 CDT)

Date: 07/10/24

KRYSTAL BUCKLEY

Date: _____

ASHLEY MERRY

Date: _____

MELINDA WRIGHT

Date: _____

DEVIN CROOMS

Date: _____

STEVE BRANDT

Date: _____

CLYDE BELL

Date: _____

LAGREGORY BONNER

Date: _____

BRIAN BERANEK

Date: _____

KRYSTAL BUCKLEY

Date: _____

ASHLEY MERRY


Ashley Merry, 2024 17:18 EDT

Date: 07/10/24

—

DAVID VALYKEO



Date: 07/10/2024

LATRECIA ADAMS



Date: 07/10/2024

JOANN WYBLE

Date: _____

MELISSA FARMER

Date: _____

DAVID VALYKEO

Date: _____

LATRECIA ADAMS

Date: _____

JOANN WYBLE

Joann Wyble

Date: *07/11/2024*

MELISSA FARMER

Date: _____

DAVID VALYKEO


LATRECIA ADAMS

Date: _____

Date: _____

JOANN WYBLE

MELISSA FARMER



Melissa Farmer (Jul 10, 2024 16:28 EDT)

Date: _____

Date: 07/10/24

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If you worked as an hourly-paid, non-exempt employee of Kraft Heinz Foods Company between the dates of September 22, 2019 and July 1, 2024 you may be entitled to benefits under this settlement.

THIS NOTICE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

This is not a solicitation from a lawyer. A Federal Court has authorized this Notice.

TO: Current and former hourly-paid, non-exempt employees of Kraft Heinz Foods Company who were employed between September 22, 2019 and July 1, 2024.

RE: Settlement of Claims for Alleged Unlawful Pay Practices

- Dakota Grede and Steve Moffett (the “Lead Named Plaintiffs”), and Patricia Montanez, Melinda Wright, Devin Crooms, Steve Brandt, Clyde Bell, LaGregory Bonner, Brian Beranek, Krystal Buckley, Ashley Merry, David Valykeo, Latrecia Adams, JoAnn Wyble, and Melissa Farmer (the “Named Plaintiffs”), filed a lawsuit against Kraft Heinz Foods Company (“Kraft Heinz”) alleging violations of the Fair Labor Standards Act (“FLSA”) and various State laws in the United States District Court for the Eastern District of Wisconsin (Milwaukee Division), currently captioned as *Dakota Grede, et. al. v. Kraft Heinz Foods Company, LLC*, Case No. 22-cv-1103 (the “Lawsuit”).
- In the Lawsuit, the Lead Named Plaintiffs and Named Plaintiffs alleged that Kraft Heinz failed: (i) to include all pre-shift and post-shift time spent engaged in donning and doffing as compensable work time; (ii) to accurately pay for all time worked; and (iii) to include all forms of non-discretionary compensation, such as monetary bonuses, incentives, awards, and/or other rewards and payments, in their employees’ regular rates of pay for overtime calculation purposes.
- Kraft Heinz denies the allegations but, to avoid costly and time-consuming litigation, entered into a Settlement Agreement (the “Settlement”) with the Lead Named Plaintiffs and the Named Plaintiffs.
- For settlement purposes only, the Court certified the Lawsuit as a class action under Fed. R. Civ. P. 23 on behalf of all hourly-paid, non-exempt employees who worked for Kraft Heinz between September 22, 2019 and July 1, 2024 in the following States: Arkansas; California; Delaware; Florida; Iowa; Illinois; Indiana; Michigan; Minnesota; Missouri; New York; Ohio; Oregon; South Carolina; Texas; Virginia; and Wisconsin (hereinafter simply and respectively, the “the Class”).
- This Notice is to inform you about the status of the Lawsuit, including your potential right to receive a share of the monies set aside by Kraft Heinz to resolve the Lawsuit (the “Settlement Fund”). **Your legal rights are affected, and you have a choice to make in this action now.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

PARTICIPATE IN THE RULE 23 CLASS	<p>If you have received this Notice, you were employed as an hourly, non-exempt employee at Kraft Heinz at some time between September 22, 2019 and July 1, 2024.</p> <p>You are assumed to be a member of the Class in your State and <u>no further action is necessary to participate in the Class</u>. If you are and wish to remain a member of the Class, you will receive the amount of money corresponding to the state in which you are/were employed identified on Exhibit B of the Settlement Agreement, less applicable tax withholdings, if any.</p> <p>Participation in the Class will release all State law and FLSA claims against Kraft Heinz that arose between September 22, 2019 and July 1, 2024.</p>
EXCLUDE YOURSELF FROM THE RULE 23 CLASS	<p>As described below, if you exclude yourself, you are excluding yourself from the Class and will not receive the funds identified for your state of employment on Exhibit B. You will be unable to participate in the Class Settlement if you choose this option, but you will retain any rights you may have against Kraft Heinz regarding the state law and FLSA claims in this Lawsuit.</p>
DO NOTHING	<p>If you qualify as a member of the Class in your State and take no further action, <u>you will remain a member of the Class</u>, you will receive the amount as noted above, and you will be bound by the Settlement.</p>
OBJECT	<p>If you do not exclude yourself consistent with the instructions above, you may write the Court about why you do not like the Settlement.</p>

YOUR OPTIONS ARE EXPLAINED IN THIS NOTICE. PLEASE READ IT CAREFULLY.

1. What is this Lawsuit about?

On September 22, 2022, Plaintiff Dakota Grede filed a collective and class action complaint in the U.S. District Court for the Eastern District of Wisconsin (the “Court”), asserting violations of the FLSA, 29 U.S.C. § 201 *et seq.* and Wisconsin’s wage payment and collection laws. On October 2, 2023, Plaintiff Steve Moffett filed a collective and class action complaint in the U.S. District Court for the Western District of Pennsylvania, asserting violations of the FLSA and Illinois’ Minimum Wage Laws.

On January 23, 2024, the Court consolidated *Moffett v. Kraft Heinz Foods Company* with *Dakota Grede v. Kraft Heinz Foods Company*, styled as Case No. 22-cv-1103 in the U.S. District Court for the Eastern District of Wisconsin. On May 10, 2024, Lead Named Plaintiffs filed a Consolidated Amended Complaint with the Court, which, among other things, included additional Named Plaintiffs to the Litigation as representatives of similarly-situated individuals in the States of Arkansas, California, Delaware, Florida, Indiana, Iowa, Michigan, Minnesota, Missouri, New York, Ohio, Oregon, South Carolina, Texas, and Virginia.

In the Lawsuit, the Lead Named Plaintiffs and Named Plaintiffs alleged that Kraft Heinz failed to: (i) to include all pre-shift and post-shift time spent engaged in donning and doffing as compensable work time; (ii) to accurately pay for all time worked; and (iii) to include all forms of non-discretionary compensation, such as monetary bonuses, incentives, awards, and/or other rewards and payments, in their employees' regular rates of pay for overtime calculation purposes. Kraft Heinz denies the allegations, and the Court has not considered or made any decisions as to the merits of the Lead Named Plaintiffs' and Named Plaintiffs' claims or Kraft Heinz's defenses.

The Lead Named Plaintiffs, Named Plaintiffs, and Kraft Heinz have negotiated a Settlement on behalf of the Class, as defined above. While the Court has not made a final determination on the outcome of the Lawsuit, it has preliminarily approved the proposed Settlement and authorized this Notice.

2. Payments Under the Settlement

To settle this lawsuit, Kraft Heinz created a Settlement Fund totaling \$15,000,000.00 for payment: to individuals who participate in the Class; to Lead Named Plaintiffs and Named Plaintiffs as service awards; and to Class Counsel as attorneys' fees and costs.

Payments to Class Participants

Of the total Settlement Fund, \$9,755,000.00 is allocated for payments to the Class. This amount was determined by calculating alleged monetary amounts based upon documentation and data provided by Kraft Heinz, expert damage analysis and reports, review by Class Counsel, and a reduction in a manner that was consistent with the anticipated level of risk for continued litigation of the Lawsuit. The amounts available for payments are split evenly between the Class depending on the state in which each Class Member worked or works.

Service Award

Of the total Settlement Fund, and in recognition of their efforts in bringing, pursuing, and resolving the Lawsuit: a Service Award of \$25,000.00 will be paid to Lead Named Plaintiff Dakota Grede; a Service Award of \$15,000.00 will be paid to Lead Named Plaintiff Steve Moffett; a Service Award of \$2,000.00 will be paid to Named Plaintiffs Patricia Montanez and Krystal Buckley; and a Service Award of \$1,000.00 will be paid to Named Plaintiffs Melinda Wright, Devin Crooms, Steve Brandt, Clyde Bell, LaGregory Bonner, Brian Beranek, Ashley Merry, David Valykeo, Latrecia Adams, JoAnn Wyble, and Melissa Farmer.

Payment of Attorneys' Fees and Costs

Of the total Settlement Fund, attorneys' fees and costs of \$5,025,000.00 will be paid to Class Counsel, Walcheske & Luzi, LLC, and Nilges Draher LLC.

3. Your Right to Participate and the Effect On Your Legal Rights

The claims at issue in the Lawsuit are brought pursuant to federal (FLSA) and state law. Your legal rights under these laws will be impacted. Kraft Heinz cannot terminate your employment, or treat you any differently because of your participation in, or exclusion from, the Class. If you are receiving this Notice, you have the following options, as noted above:

Participate in the Class

For purposes of settlement, the Class is comprised of all hourly-paid, non-exempt employees who worked for Kraft Heinz between September 22, 2019 and July 1, 2024 in the following States: Arkansas; California; Delaware; Florida; Iowa; Illinois; Indiana; Michigan; Minnesota; Missouri; New York; Ohio; Oregon; South Carolina; Texas; Virginia; and Wisconsin. All recipients of this Notice who were employed at any time between these dates

are assumed to be participants in the Class and no further action is necessary to participate in the Class. Should the Settlement be approved by the Court, participation in the Class will result in the release of all state law and federal law (FLSA) claims that were asserted in the Lawsuit through the date of the Final Order Approving Settlement.

Request to be Excluded

If you qualify as a member of the Class and you do not want to participate in the Lawsuit, you must submit a request for exclusion. To be effective, the request for exclusion must: (i) include your full name, address, and telephone number; (ii) include your dates of employment at Kraft Heinz and job title(s); and (iii) specifically state your desire to be excluded from the settlement in *Dakota Grede, et. al. v. Kraft Heinz Foods Company*, Case No. 22-cv-1103. If you exclude yourself, you will **not** receive any monies from the Settlement Fund designated for the Class, you will not be bound by the terms of the Settlement, and you will not release any state law or federal law (FLSA) claims against Kraft Heinz. **You must submit your request for exclusion on or before DATE to the Settlement Administrator.** If you are a member of the Class, failure to include the required information or to timely submit your request will result in your remaining a member of the Class and being bound by any final judgment.

Object

If do not request to be excluded, you may object to the terms of the Settlement. If you object and the Settlement is approved, you will be barred from bringing your own individual lawsuit asserting claims related to the matters released through this Settlement, and you will be bound by the final judgment and release and all Orders entered by the Court. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorneys' fees and costs.

You must file any objection to the Settlement with the Court on or before **DATE** and provide copies of the objection to: (i) the Settlement Administrator, Analytics LLC, [**contact information**]; (ii) Class Counsel, Walcheske & Luzi, LLC, 235 N. Executive Drive, Suite 240, Brookfield, Wisconsin 53005; Email: contact@walcheskeluzi.com; Nilges Draher LLC, 1360 East 9th Street, Suite 808, Cleveland, Ohio 44114; E-Mail: rbaishnab@ohlaborlaw.com; and (iii) counsel for Kraft Heinz, 150 East Gilman Street, Suite 5000, Madison, Wisconsin 53703, E-Mail: dkaplan@foley.com. The objection must state: (i) your full name, address, and telephone number; (ii) your dates of employment at Kraft Heinz and job title(s); (iii) a written statement of your factual and legal support for your objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; (v) a list of all persons who will be called to testify in support of the objection; and (vi) a statement whether you intend to appear at the Fairness Hearing. If you intend to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. If you do not timely make your objections in this manner, you will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.

4. Settlement Administrator

The Court appointed the following entity as Settlement Administrator of the Settlement:

Analytics LLC
[**Contact Information**]

Please direct any questions you have about the Settlement and/or your rights and options under the Settlement to the Settlement Administrator. **Do not contact the Court.**

5. Class Counsel

The Court appointed the following lawyers as Class Counsel to represent the Rule 23 Class:

WALCHESKE & LUZI, LLC
235 N. Executive Drive, Suite 240
Brookfield, Wisconsin 53005
Telephone: (262) 780-1953

and

NILGES DRAHER LLC
1360 East 9th Street, Suite 808
Cleveland, Ohio 44114
Telephone: (216) 230-2944

If you participate in the Lawsuit, your interests will be represented by Class Counsel. Please direct any questions you have about the Lawsuit to Class Counsel. **Do not contact the Court.**

6. The Fairness Hearing

A hearing will be held before the Honorable Brett H. Ludwig, United States District Court for the Eastern District of Wisconsin, Milwaukee Division, 517 East Wisconsin Avenue, Courtroom 310, Milwaukee, Wisconsin 53202, on **MONTH & DATE**, 2024 at **TIME**. The purpose of the hearing is for the Court to decide whether the proposed Settlement is fair, reasonable, and adequate and should be approved, and to also approve the Service Awards and Class Counsel's attorneys' fees and costs. The location, time, and date of this hearing may be changed without further notice. If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the state law and federal law (FLSA) claims in the Lawsuit with prejudice on the merits as to all Class members who do not exclude themselves. The payments to which you are entitled as result of your participation in the Lawsuit would follow.

If the Court does not approve the proposed Settlement, the case will proceed as if no settlement has been attempted and there can be no assurance that the Class members will recover more than is provided for in this Settlement, if anything.

7. Further Information

For additional information you may contact the Settlement Administrator or Class Counsel, whose contact information is provided in Section 4 and 5 above, respectively.

NO INQUIRIES SHOULD BE DIRECTED TO THE COURT

<u>Location</u>	<u>Don & Doff Damages</u>	<u>Regular Rate Damages</u>	<u>Employees</u>	<u>Don & Doff Award</u>	<u>Regular Rate Award</u>	<u>Total Settlement Award</u>
ARKANSAS	81,057	6,674	106	\$764.69	\$61.25	\$825.94
CALIFORNIA	0	89,717	1425	\$0.00	\$61.25	\$61.25
DELAWARE	68,576	67,996	1080	\$63.50	\$61.25	\$124.75
FLORIDA	503,494	122,204	1941	\$259.40	\$61.25	\$320.65
ILLINOIS	871,820	284,008	4511	\$193.27	\$61.25	\$254.52
INDIANA	308,377	67,240	1068	\$288.74	\$61.25	\$350.00
IOWA	562,351	255,110	4052	\$138.78	\$61.25	\$200.04
MICHIGAN	36,658	61,133	971	\$37.75	\$61.25	\$99.01
MINNESOTA	89,598	50,493	802	\$111.72	\$61.25	\$172.97
MISSOURI	747,580	314,795	5000	\$149.52	\$61.25	\$210.77
OHIO	1,934,526	355,908	5653	\$342.21	\$61.25	\$403.47
OREGON	247,326	43,253	687	\$360.01	\$61.25	\$421.26
NEW YORK	1,192,532	146,254	2323	\$513.36	\$61.25	\$574.61
SOUTH CAROLINA	209,683	302,329	4802	\$43.67	\$61.25	\$104.92
TEXAS	385,178	319,643	5077	\$75.87	\$61.25	\$137.12
VIRGINIA	58,342	101,553	1613	\$36.17	\$61.25	\$97.42
WISCONSIN	122,901	41,238	655	\$187.64	\$61.25	\$248.89
Totals	7,420,000	2,335,000	41766			