

Exhibit 2

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION

JOEY L. BOWMAN, SR.; AARON W. EADS, MERLE S. LEAB, MICHAEL VARNER, KIRBY NASH, JOHN HANDY, on behalf of themselves and others similarly situated,)	
)	
Plaintiffs,)	CASE NO. 3:13-cv-00026-CRW-RAW
)	
v.)	
)	
ARCHER-DANIELS-MIDLAND COMPANY,)	
)	
Defendant.)	

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Confidential Settlement Agreement and Release of Claims (the “Agreement”) is entered into by and among Joey L. Bowman, Sr., Aaron W. Eads, Merle S. Leab, Michael Varner, Kirby Nash and John Handy (the “Named Plaintiffs” or “Class Representatives”), individually and on behalf of the Class (defined below), and Archer-Daniels-Midland Company (“Defendant” or “ADM,” and, together with the Named Plaintiffs, the “Parties”). Capitalized terms not defined in the “Definitions” below shall be defined as set forth in this Agreement.

RECITALS

The Parties agree that the Recitals below are an integral part of this Agreement:

WHEREAS, on February 21, 2013, Plaintiffs Joey L. Bowman, Sr., Merle S. Leab and Aaron W. Eads filed a Complaint in the above-captioned action of *Joey L. Bowman, Sr., et al. v. Archer-Daniels-Midland Company*, Case No. 13-cv-00026-CRW-RAW (the “Case”) in the United States District Court for the Southern District of Iowa (the “Court”), asserting claims for allegedly unpaid wages and benefits under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (the “FLSA”) and the Iowa Wage Payment Collection Act, Iowa Code § 91A (the “IWPCA”), on behalf of themselves, and a putative opt-in collective (pursuant to the FLSA) and putative opt-out class (pursuant to the IWPCA and Federal Rule of Civil Procedure 23) of all current and former hourly non-exempt ADM employees who work or worked in the ADM Construction department (“ADMC”) at ADM’s corn-processing facility in Clinton, Iowa (the “Clinton Plant”) at any time on or after February 21, 2010, which Complaint was amended on November 20, 2013 to add Kirby Nash, Michael Varner and John Handy as additional Named Plaintiffs;

WHEREAS, in an Order dated June 21, 2013, the Court conditionally certified an FLSA collective as proposed by the Named Plaintiffs potentially consisting of up to approximately 191

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

current and former hourly non-exempt ADMC employees who work or worked at the Clinton Plant, and after notices of such conditionally certified FLSA action were properly sent, 101 of such current or former ADMC employees, including the Named Plaintiffs, opted into the FLSA claim in this Case;

WHEREAS, to date, the Parties have conducted significant investigation into the facts and the law regarding the Case; have engaged in discovery including the production of documents; and also have the benefit of the factual investigation and discovery completed in connection with *Joseph Hartman, et al. v. Archer Daniels Midland Company*, No. 10-cv-00135-CRW-RAW, U.S. District Court for the Southern District of Iowa, involving similar FLSA and IWPCA claims by ADM employees working at the Clinton Plant other than in the ADMC;

WHEREAS, the Class Representatives and Class Counsel have analyzed and evaluated the merits of the claims in the Case, and the impact of this Agreement on the Named Plaintiffs and the Class, and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of continued litigation (including the possibility that the Case, if not settled now, might not result in any recovery whatsoever for the Class, or might result in a recovery that is less favorable to the Class, and that may not occur for some time), Class Counsel and the Named Plaintiffs are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Class;

WHEREAS, Defendant vigorously denies and disputes all of the allegations made in the Case and any and all liability and damages to the Named Plaintiffs, the Class or anyone else with respect to the alleged facts or causes of action asserted in the Case or otherwise, but has agreed to settle the Case on the terms and conditions set forth in this Agreement solely to avoid the burden, expense and uncertainty of continuing the Case;

WHEREAS, the Parties participated in a settlement mediation on January 15, 2014 in Davenport, Iowa with Magistrate Judge Ross A. Walters, and reached an agreement fully and finally settling the claims in the Case, which settlement they hereby reduce to this formal Agreement subject to and conditioned on approval by the Court and the other terms herein;

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 Named Plaintiffs, on behalf of themselves and the Class, and Defendant, hereby agree to a full and complete settlement of the Case on the following terms and conditions:

1. Definitions

- a. "Charity" means the United Way of Clinton County Iowa, which has an Internal Revenue Service designation as a Section 501(c)(3) organization.
- b. "Claims Administrator" means Rust Consulting, Inc., which will be responsible for settlement notice and other administration matters, as set forth herein.
- c. "Claim Form" means the document in the form attached as Exhibit D for the Rule 23 Class Members.

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

- d. “Class Counsel” means counsel for the Named Plaintiffs and the Class, as specified under the “Class Counsel” designation in the signature block to this Agreement.
- e. “Class Members” or “Class” means, for settlement purposes only pursuant to this Agreement, all current and former hourly non-exempt ADM employees who work or worked in the ADMC at the Clinton Plant at any time during the Relevant Time Period, other than the Named Plaintiffs.
- f. “Defendant’s Counsel” means counsel for Defendant, as specified under the “Defendant’s Counsel” designation in the signature block to this Agreement.
- g. “Effective Date” means the latest of: (a) the date of Final Approval; (b) the date on which the time for appeals by any Rule 23 Class Members who timely and validly submitted an objection to the Settlement from any order ruling on such objections or granting Final Approval has run without any such appeals being filed; and (c) if any such appeal is filed, the date of the final non-appealable resolution of any and all such appeals that results in the complete upholding and affirmance of the Final Approval and the Settlement.
- h. “Filing Deadline” means the date that is forty-five (45) days after mailing of the Notices and no less than fourteen (14) business days before the Fairness Hearing, except as otherwise provided in Sections 9(b) and 13(a) below.
- i. “Final Approval” or “Final Approval Order” means the Court’s Final Order Granting Final Approval of Settlement and Dismissing Case With Prejudice, which shall be proposed substantially in the form agreed upon by the Parties and attached hereto as Exhibit E (subject to such good faith revisions as a party may propose prior to such filing as appropriate based on events subsequent to this Agreement).
- j. “Net Settlement Amount” means the Settlement Amount less all Incentive Payments and less Attorneys’ Fees and Costs.
- k. “Notices” means, collectively, the Opt-In Notice and the Rule 23 Class Notice.
- l. “Opt-In Notice” means a notice of the Settlement to the Opt-In Plaintiffs, substantially in the form attached hereto as Exhibit B-1.
- m. “Opt-In Plaintiffs” means, for settlement purposes only pursuant to this Agreement, the 95 Class Members listed as such on Exhibit A-1 (along with their eligible Settlement Payments, to be filed under seal subject to approval by the Court) who have already opted into the FLSA claims in this Case. For avoidance of doubt, “Opt-In Plaintiffs” as used in this Agreement excludes the Named Plaintiffs, even though it is understood and agreed that all such Named Plaintiffs also opted into the FLSA claims in the Case.
- n. “Participating Rule 23 Class Members” means any Rule 23 Class Members who do not timely and validly exclude themselves from the Settlement as provided in this Agreement and who timely submit a valid Claim Form thereby electing to receive a Settlement Payment in the manner and pursuant to the procedures and conditions set forth in this Agreement.

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

o. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s Order granting preliminary approval of this Agreement and the Settlement, a draft of which is attached as Exhibit C, subject to the Fairness Hearing.

p. “Qualified Settlement Fund” means the fund to be established by the Claims Administrator pursuant to Internal Revenue Code Section 1.468B-1 after the date of Preliminary Approval, into which the Settlement Amount shall be deposited within ten (10) business days following the Effective Date.

q. “Released Parties” means Archer-Daniels-Midland Company and its respective parents, divisions, subsidiaries, partnerships, affiliates, or other related entities (whether or not such entities are wholly owned), and their respective past, present, and future trustees, fiduciaries, shareholders, administrators, directors, officers, agents, partners, members, principals, employees, insurers and attorneys, and the respective predecessors, successors, and assigns of each of the Released Parties identified above.

r. “Relevant Time Period” means, as to the Class Representatives and the Opt-In Plaintiffs, the time period commencing on February 21, 2010 and ending on the date of Preliminary Approval, and as to the Rule 23 Class Members, the time period commencing on February 21, 2011 and ending on the date of Preliminary Approval.

s. “Rule 23 Class” or “Rule 23 Class Members” means, for settlement purposes only pursuant to this Agreement, any and all Class Members listed as such on Exhibit A-2 who are not Opt-In Plaintiffs and are not Named Plaintiffs.

t. “Rule 23 Class Notice” means a notice of the Settlement to the Rule 23 Class Members, substantially in the form attached hereto as Exhibit B-2.

u. “Settlement” means the Parties’ compromise and settlement of this Case as set forth in this Agreement.

v. “Settlement Amount” means (and shall not under any circumstances exceed) the total gross sum of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00), inclusive of (not in addition to) all Settlement Payments to Settlement Participants, Incentive Payments, Attorneys’ Fees and Costs, and any Remainder.

w. The term “Settlement Participants” means (i) the Named Plaintiffs; (ii) the Opt-In Plaintiffs; and (iii) the Participating Rule 23 Class Members.

x. The term “Settlement Payment” means any settlement payment paid to a Settlement Participant pursuant to this Agreement, other than an Incentive Payment (and not including the Attorneys’ Fees and Costs or any Remainder).

2. Conditions of Effectiveness of Settlement

a. The effectiveness and enforceability of this Agreement is expressly conditioned and contingent upon the satisfaction of the following conditions precedent: (i) Preliminary Approval by the Court; (ii) Notice to Class Members in accordance with the Preliminary

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

Approval; (iii) the Court's conducting a Fairness Hearing; (iv) entry by the Court of the Final Approval and dismissal of the Case with prejudice as provided herein; (v) to the extent any appeal(s) of the Final Approval and/or any objections to the Settlement are filed, the final non-appealable resolution of any and all such appeals that results in the complete upholding and affirmance of the Final Approval and the Settlement; and (vi) occurrence of the Effective Date.

b. If this Agreement does not become effective and enforceable for any reason (including without limitation the Court's denial of Preliminary Approval or Final Approval for any reason), or this Agreement otherwise is terminated as provided herein: this Agreement shall be null and void in its entirety; all funds in the Qualified Settlement Fund, if any, shall revert immediately to Defendant; any orders entered pursuant to this Agreement shall be vacated; the Case shall be reinstated and continue; all Parties shall retain unaffected all of their respective rights, claims and defenses with respect to the Case and otherwise (including, without limitation, with respect to collective action and class certification issues); and nothing in this Agreement shall be used or construed by or against any of the Parties as a determination, admission, or concession of any issue of law or fact in the Case or in any other proceeding or matter.

3. Motion for Preliminary Approval and Establishment of Qualified Settlement Fund

a. The Parties will file a Joint Motion for Preliminary Approval of the Settlement with the Court and a proposed Preliminary Approval Order in the form attached hereto as Exhibit C within fourteen (14) calendar days after execution of this Agreement by all Parties. For settlement purposes only pursuant to this Agreement and not for any other purpose, the foregoing Preliminary Approval Motion and Order shall include: (i) certification of a collective action pursuant to 29 U.S.C. § 216(b) for purposes of the Named Plaintiffs' FLSA claim encompassing the Named Plaintiffs, the Opt-In Plaintiffs and any Participating Rule 23 Class Members (who, as discussed below, will have opted into such FLSA claim via their executed Claim Forms); and (ii) certification of a class pursuant to Federal Rule of Civil Procedure 23(b)(3) for purposes of the Named Plaintiffs' IWPCA claim consisting of the Rule 23 Class Members and the Named Plaintiffs as Class Representatives (i.e., the Named Plaintiffs and all current and former hourly non-exempt ADM employees who work or worked in the ADMC at the Clinton Plant at any time during the Relevant Time Period and who did not opt into the Named Plaintiffs' FLSA claim prior to the date of this Agreement).

b. The Claims Administrator shall establish the Qualified Settlement Fund within a reasonable period after entry of the Preliminary Approval Order, provided that Defendant shall not be obligated to transfer the Settlement Amount (or any other amount) into the Qualified Settlement Fund other than at the time and subject to the conditions provided in this Agreement.

4. Jurisdiction

The Parties stipulate that the Court shall have, and shall move the Court to retain in the Final Approval, jurisdiction over the Parties and the subject matter of the Case for the sole purpose of interpreting, implementing, and enforcing this Agreement consistent with its terms.

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

5. Defendant's Statement of No Admission of Liability; No Evidentiary Effect

This Agreement (including all exhibits and related documents) does not constitute, is not intended to constitute, and shall not be deemed to constitute, an admission by Defendant or any of the other Released Parties as to the merits of the allegations or claims in the Case, or of liability or wrongdoing of any kind with respect to any Named Plaintiff, Class Member or any other person. Defendant denied and continues to deny all such allegations, claims, liability and wrongdoing. Nothing in this Agreement, including without limitation any action taken to implement it, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the negotiations of the Agreement, is intended to or shall be introduced, used or admissible in any way in the Case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, including without limitation as evidence of any violation of any law, contract, or other obligation or duty, other than an action in the Court to enforce or resolve a dispute under this Agreement once it becomes effective. Without in any way limiting the foregoing, the certification of a collective action and/or class hereunder – for settlement purposes only – shall not constitute, in this or any other proceeding or context, an admission of any kind by any of the Released Parties, including without limitation that certification of a collective or class for trial purposes is appropriate or proper or that the Named Plaintiffs or any other person could establish any of the requisite elements for collective or class treatment of any claims in the Case or otherwise in any other proceeding or context.

6. Release and Waiver of Case-Related and Wage-and-Hour Related Claims

a. Upon the Effective Date, each and all of the Named Plaintiffs and the Class Members (on their own behalf and on behalf of their successors, assigns, agents, heirs and attorneys, and regardless of whether or not they are or become Settlement Participants), unless such Class Member is a Settlement Opt-Out pursuant to Section 12(b) below, shall be deemed to have, and by operation of the Final Approval shall have, fully, finally, and forever settled, released and waived any and all claims, rights, demands, liabilities and causes of action against or with respect to the Released Parties (or any of them), of every nature and description, whether known or unknown, suspected or unsuspected, contingent or non-contingent, in existence or arising at any time on or prior to the date of Final Approval that were or could have been asserted in, or that arise from or relate to the claims asserted in, the Complaint (as amended) or the Case, including without limitation all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief for any or all of the following: (i) under the IWPCA; (ii) for or relating to allegedly unpaid overtime, regular, minimum or other wages (including without limitation alleged failure to pay overtime, compensate any Named Plaintiff or Class Member for all hours worked, or properly calculate the regular rate or overtime or other wages); (iii) for or relating to the alleged failure to promptly pay all wages due and owing to any current or former employee; (iv) for or relating to any alleged failure to maintain proper wage and hour records including without limitation hours worked and wages paid; or (v) for or relating to any conduct that was or could have been asserted in, or that arises from or relates to the claims asserted in, the Complaint (as amended) or the Case that is alleged to be negligent, intentional, with or without malice, or a breach of any duty, law or rule; in each case except as provided in Section 22 below. The foregoing released and waived claims

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

include, without limitation, any and all such claims as discussed herein that the Named Plaintiffs or Class Members do not know or suspect to exist in their favor at the time of the date of Final Approval, which, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to or, as applicable, to exclude themselves from this Settlement. The Named Plaintiffs, on behalf of themselves and all Class Members, hereby covenant not to sue or otherwise assert any claim against any of the Released Parties with respect to any such claims settled, released and waived hereunder. The foregoing release, waiver and covenant not to sue in this Section 6(a) does not include a release of claims arising under the FLSA, except as provided in Section 6(b) below.

b. The settlement, release, waiver and covenant not to sue in Section 6(a) includes, and shall be deemed to include by operation of the Final Approval as of the Effective Date, a full and final settlement, release, waiver and covenant not to sue by each and all of the Named Plaintiffs, the Opt-In Plaintiffs and the Participating Rule 23 Class Members (on their own behalf and on behalf of their successors, assigns, agents, heirs and attorneys) of and with respect to all claims, rights, demands, liabilities and causes of action of every nature and description arising under or related to the FLSA, whether known or unknown, suspected or unsuspected, contingent or non-contingent, in existence or arising at any time on or prior to the date of Final Approval that were or could have been asserted in, or that arise from or relate to the claims asserted in, the Complaint (as amended) or the Case; except as provided in Section 22 below. It is understood and agreed that: (i) the Claim Form to be sent to the Rule 23 Class Members (attached hereto as Exhibit D) shall include language consenting to opt into the FLSA claim in this Case, and that all Rule 23 Class Members who do not timely and validly exclude themselves from the Settlement as provided in this Agreement and who timely submit a valid Claim Form (thereby electing to receive a Settlement Payment in the manner and pursuant to the procedures and conditions set forth in this Agreement) shall be deemed to have opted into the FLSA claim in this Case (and thus are Participating Rule 23 Class Members); (ii) the Named Plaintiffs and the Opt-In Plaintiffs already have opted into such FLSA claim and thus are releasing and waiving FLSA claims hereunder regardless of whether or not they become Settlement Participants; and (iii) Rule 23 Class Members who do not become Participating Rule 23 Class Members shall not release or be deemed to have released their FLSA claims.

7. General Release of Claims by the Named Plaintiffs

a. In addition to and without limitation of the settlement, release and waiver of claims set forth in Sections 6(a) and 6(b) above, upon the Effective Date, each and all of the Named Plaintiffs (on their own behalf and on behalf of their successors, assigns, agents, heirs and attorneys) shall be deemed to have, and by operation of the Final Approval shall have, fully, finally, and forever settled, released and waived any and all claims, rights, demands, liabilities and causes of action against or with respect to the Released Parties (or any of them), of every nature and description, whether known or unknown, suspected or unsuspected, contingent or non-contingent, in existence or arising at any time on or prior to the date of Final Approval, arising out of or related to their employment with Defendant, including without limitation:

i. all claims arising out of or related in any way to any Named Plaintiff's employment, compensation, other terms and conditions of employment, or (as to Named Plaintiffs who no longer are employed with ADM) termination from employment with

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

Defendant, including without limitation all claims for any compensation payments, bonus, severance pay, equity, or any other compensation or benefit; and

ii. all claims that were or could have been asserted by any Named Plaintiff or on his behalf: (a) in any federal, state, or local court, commission, or agency; or (b) under any common law theory (including without limitation all claims for breach of contract (oral, written or implied), wrongful termination, defamation, invasion of privacy, infliction of emotional distress, tortious interference, fraud, estoppel, unjust enrichment, and any other contract, tort or other common law claim of any kind); and

iii. all claims that were or could have been asserted by any Named Plaintiff or on his behalf under any federal, state, local, employment, services or other law, regulation, ordinance, constitutional provision, executive order or other source of law, including without limitation under any of the following laws, as amended from time to time: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981 & 1981a, the Americans with Disabilities Act, the Equal Pay Act, the Employee Retirement Income Security Act, the Lilly Ledbetter Fair Pay Act of 2009, the Family and Medical Leave Act, the Rehabilitation Act of 1973, the Occupational Safety and Health Act, the Worker Adjustment and Retraining Notification Act, the Uniformed Services Employment and Reemployment Rights Act, the Genetic Information Nondiscrimination Act, the Fair Credit Reporting Act, the Iowa Civil Rights Act, and the Iowa Occupational Health and Safety laws.

Notwithstanding the foregoing, the releases and waivers in this Section 7 shall not apply to any claim for workers' compensation, claims specified in Section 22 below, or a claim that by law is non-waivable.

b. Each Named Plaintiff confirms that he has not filed (or had filed on his behalf or through him) any legal or other proceeding(s) against any of the Released Parties, is the sole owner of the claims released herein, has not transferred any such claims to anyone else, and has the full right to grant the releases and agreements in this Agreement. In the event of any further proceedings based upon any released matter, none of the Released Parties shall have any further monetary or other obligation of any kind to any Named Plaintiff, and each Named Plaintiff hereby waives any such monetary or other recovery.

8. Claims Administrator

The Claims Administrator will distribute the Notices, Claim Forms, and any additional notice as provided by this Agreement, field Class Member inquiries, and handle other issues related to the administration of the Settlement in accordance with the terms of this Agreement, in concert with Class Counsel and Defendant's Counsel. All costs for the Claims Administrator's services pursuant to this Agreement shall be separately paid by Defendant, not out of the Settlement Amount (the "Claims Administrator Costs"). The Parties shall cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses thereof. Any dispute relating to the Claims Administrator's duties shall, after good faith efforts by the Parties to resolve such dispute, be referred to the Court if necessary. Under no circumstances shall any of the Released Parties have or incur any liability to any of the

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

Named Plaintiffs, Class Members, Class Counsel or any other person as a result of any act or omission of the Claims Administrator, and the Named Plaintiffs (on behalf of themselves and the Class Members) and Class Counsel hereby waive, release and covenant not to assert any claims against any of the Released Parties arising out of or relating to any such act or omission.

9. Notices to Opt-In Plaintiffs and Rule 23 Class Members

a. Within seven (7) calendar days after entry of the Preliminary Approval Order, Defendant shall tender to the Claims Administrator a list of the names, last known addresses, and eligible Settlement Payments of the Named Plaintiffs, the Opt-In Plaintiffs and the Rule 23 Class Members, and any such other information reasonably needed by the Claims Administrator (including, without limitation, Social Security numbers) to the extent available in the ADM Human Resources employee information database (the “Eligibility List”), subject to reasonable prior review by Class Counsel. Defendant is permitted to notify its current employees of the Settlement prior to the mailing of the Notices. No later than fourteen (14) calendar days after its receipt of the Eligibility List, the Claims Administrator shall mail the Rule 23 Class Notices and Claim Forms and the Opt-In Notices via First-Class U.S. Mail to the Rule 23 Class Members and the Opt-In Plaintiffs, respectively (the “Initial Mailing”). Prior to the Initial Mailing, the Claims Administrator will perform a search based on the National Change of Address Database information to update and correct for any known or identifiable address changes. Each such Claim Form shall state the Settlement Payment for which the recipient Rule 23 Class Member is eligible.

b. It is the responsibility of each Class Member to notify the Claims Administrator of any change of address. Within twenty-five (25) calendar days after the Initial Mailing, the Claims Administrator shall notify Class Counsel and Defendant’s Counsel of the names and addresses of all Class Members whose Notices are returned as undeliverable. The Claims Administrator shall conduct an electronic search for, and otherwise make a good faith effort to determine, valid current addresses for such Class Members. Within thirty-five (35) calendar days after the Initial Mailing, the Claims Administrator shall conduct a second mailing of Notices and Claim Forms via First-Class U.S. Mail (the “Second Mailing”) to all such Class Members for whom the Claims Administrator was able to identify a valid current address (if the Claims Administrator identifies multiple valid mailing addresses for a given Class Member, the Second Mailing shall be to all such addresses), and shall provide prompt notice of the names and contact information for all such Class Members to Class Counsel and Defendant’s Counsel. In the event of any such Second Mailing to a given Class Member, the “Filing Deadline” as to such Class Member for purposes of this Agreement shall mean the date that is twenty (20) calendar days after the Second Mailing of such Class Member’s Notice.

c. If, after this Second Mailing to a given Class Member, his or her Notice is again returned as undelivered, or if no valid current address for such Class Member can be determined, in the Claims Administrator’s discretion, the notice and mailing process shall end for that Class Member (an “Unreachable Class Member”). Any such Unreachable Class Member shall be and remain bound by this Agreement (including without limitation the applicable release(s) and waiver(s) pursuant to Section 6 above) and any orders entered by the Court if the Settlement is approved and the Effective Date occurs (including without limitation the Final Approval Order), but such Class Member shall not receive or be eligible for any Settlement Payment (or other

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

amount). If such Unreachable Class Member is a Rule 23 Class Member, such Rule 23 Class Member shall be deemed not to have opted out of or objected to the Settlement. The Claims Administrator shall provide prompt notice of the names and contact information for all such Unreachable Class Members to Class Counsel and Defendant's Counsel.

10. Requirements to be a Settlement Participant; Time for Return of Valid Claim Forms

Without limiting any other applicable conditions in this Agreement or the Final Approval Order, to be deemed a Settlement Participant (who is then eligible to receive a Settlement Payment subject to the terms and conditions of this Agreement including the occurrence of the Effective Date), each Rule 23 Class Member must sign their Claim Form without deleting or amending any portion thereof, and return it to the Claims Administrator postmarked no later than the Filing Deadline. The Claims Administrator may contact any Rule 23 Class Member to request additional information to determine the validity of any Claim Form and many respond to requests from Rule 23 Class Members for assistance in completing the Claim Form. Any Rule 23 Class Member who fails to submit a valid and timely Claim Form as provided herein postmarked by the Filing Deadline, or whose Claim Form is returned to the Claims Administrator postmarked after the Filing Deadline or not in the form required by this Agreement: (a) shall not be a Settlement Participant or receive or be entitled to a Settlement Payment, and any such Claim Form shall be null and void, unless otherwise agreed in writing by all Parties in their respective discretion; but (b) shall nonetheless be and remain bound by this Agreement (including without limitation the applicable release(s) and waiver(s) pursuant to Section 6 above) and any orders entered by the Court if the Settlement is approved by the Court and the Effective Date occurs (including without limitation the Final Approval Order), unless such Rule 23 Class Member timely and validly opts out of this Settlement pursuant to Section 12 below. Subject to the terms and conditions of this Agreement including the occurrence of the Effective Date, the Named Plaintiffs are deemed Settlement Participants by virtue of their execution of this Agreement, and shall not receive Notices or be required to sign and return Claim Forms. Similarly, subject to the terms and conditions of this Agreement including the occurrence of the Effective Date, the Opt-In Plaintiffs are deemed Settlement Participants by virtue of their opting into the FLSA claim in this Case and the Named Plaintiffs' execution of this Agreement on their behalf, but are not required to sign and return Claim Forms. The Claims Administrator shall provide prompt notice to Class Counsel and Defendant's Counsel on at least a weekly basis of the names of all Rule 23 Class Members who submit a Claim Form.

11. Objections by Rule 23 Class Members

a. A Rule 23 Class Member (but not any Named Plaintiff or Opt-In Plaintiff) shall have the right to object to the Settlement as provided in this Agreement. Any objection to the Settlement must be stated with particularity and include: (i) the objector's full name, address, telephone number, and the last four digits of his or her Social Security number, (ii) the objector's dates of employment with Defendant and most recent job title(s), (iii) a written statement of all grounds for the objection accompanied by any legal support therefore, (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, (vi) a statement of whether the objector intends to appear at the Fairness Hearing, and if through counsel, contact information for all attorneys representing the objector who will appear at the Fairness Hearing, and (vii) reference the caption

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

and case number of this Case. The Named Plaintiffs and Defendant will be permitted to respond in writing to any such objections within the time period set by the Court.

b. All objections to the Settlement by Rule 23 Class Members must be filed in writing with the Court and served upon all counsel of record, in each case no later than the Filing Deadline (notwithstanding any assertion of non-receipt of the Notice by any Rule 23 Class Member). Any Rule 23 Class Member who does not timely and validly submit an objection in accordance with the Preliminary Approval Order and the procedures and conditions herein shall be deemed not to have filed any objection, shall have fully and irrevocably waived any and all such objections, shall not be heard by the Court in opposition to the Settlement, and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise. Rule 23 Class Members who opt out of the Settlement pursuant to Section 12 below, the Named Plaintiffs and the Opt-In Plaintiffs have no right to file an objection to the Settlement. If a Rule 23 Class Member submits both a valid Claim Form and an objection, he or she will be deemed to have submitted the valid Claim Form, and not an objection. The Claims Administrator shall provide prompt notice to Class Counsel and Defendant's Counsel on at least a weekly basis of any and all objections (and associated materials, if any) received from any Rule 23 Class Member by the Claims Administrator.

12. Opportunity to Opt-Out by Rule 23 Class Members; ADM Termination Right

a. A Rule 23 Class Member (but not any Named Plaintiff or Opt-In Plaintiff) shall have the right to opt out of (i.e., exclude himself or herself from) the Settlement as provided in this Agreement. To be effective, any such opt-out request must (i) include the Rule 23 Class Members' full name, address, telephone number, dates of employment with Defendant, most recent job title(s) and the last four digits of the Social Security number of the person requesting exclusion, (ii) reference the caption and case number of this Case, and (iii) specifically state his or her desire to be excluded from the Settlement.

b. All opt-out requests from the Settlement by Rule 23 Class Members must be in writing and served upon all counsel of record no later than the Filing Deadline (notwithstanding any assertion of non-receipt of the Notice by any Rule 23 Class Member). Any Rule 23 Class Member who timely submits a valid opt-out request in accordance with the Preliminary Approval Order and the procedures and conditions herein shall be excluded from the Settlement, shall not be bound by this Agreement or the Final Approval Order, and shall not be entitled to or receive any of the benefits of this Agreement including without limitation any Settlement Payment (a "Settlement Opt-Out"). The Preliminary Approval shall provide that no person shall purport to exercise any opt-out rights of any other person, or purport to opt-out any other persons as a group, aggregate, or class involving more than one Rule 23 Class Member, or as an agent or representative. Any such purported opt-out shall be void. The Named Plaintiffs and Opt-In Plaintiffs have no right to opt out of or exclude themselves from the Settlement or this Agreement. The Claims Administrator shall provide prompt notice to Class Counsel and Defendant's Counsel on at least a weekly basis of any and all exclusion requests received from any Rule 23 Class Member by the Claims Administrator. At least ten (10) calendar days prior to the Fairness Hearing, Class Counsel shall prepare a list of all Settlement Opt-Outs and deliver the list to Defendant's Counsel, together with a copy of all objections received pursuant to Section 11. If a Rule 23 Class Member submits both a valid Claim Form and an opt out request,

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

the Rule 23 Class Member will be deemed to have submitted the valid Claim Form, and not an opt out request.

c. In the event a Rule 23 Class Member submits an opt-out request prior to the Filing Deadline for such Rule 23 Class Member, Class Counsel shall have the opportunity to discuss such opt-out request with such Rule 23 Class Member to ascertain whether it was submitted in error (it being understood that Class Counsel shall not pressure any such Rule 23 Class Member to change his or her opt-out decision). A Rule 23 Class Member may, if he or she so chooses, withdraw his or her opt-out request prior to the Filing Deadline by explicitly stating his or her decision to do so in writing and serving such written withdrawal on Class Counsel and Defendant's Counsel post-marked prior to the Filing Deadline, and may then instead submit a Claim Form post-marked prior to the Filing Deadline. No Rule 23 Class Member may withdraw his or her opt-out request after the Filing Deadline without the express written consent of ADM (which consent ADM may withhold in its sole discretion).

d. If twelve percent (12%) or more of the Rule 23 Class Members file objections or opt-out requests according to the terms of this Agreement, then Defendant shall have, in its sole discretion, the option to terminate this Agreement and the Settlement, in which case they shall be null and void and of no force and effect as provided in Section 2 above.

13. Final Settlement Approval Process

a. The Parties shall propose to the Court that, on a date to be determined by the Court, which the Parties shall propose shall not be less than fourteen (14) calendar days after the Filing Deadline (including any extended Filing Deadline, if any, pursuant to Section 9(b) above), the Court conduct a fairness hearing for purposes of reviewing the Settlement, evaluating any timely and validly filed objections by Rule 23 Class Members, if any, and deciding whether to enter a Final Approval Order ("Fairness Hearing").

b. Not later than ten (10) calendar days in advance of the Fairness Hearing, or by such other date as the Court may direct, and provided Defendant does not revoke the Settlement as provided in Section 12(d) above, the Parties shall file a proposed Final Approval Order and Joint Motion for entry of same. The Parties shall propose to the Court that the Final Approval Order shall not be entered less than one hundred (100) calendar days after the date on which the Parties filed their Joint Motion for Preliminary Approval of the Settlement.

c. Within ten (10) calendar days after the Effective Date, Defendant shall transfer to the Claims Administrator the Settlement Amount to be placed in the Qualified Settlement Fund. Prior to the transfer, Defendant shall have no obligation to segregate the funds to be used to make the Settlement Payments. Defendant shall retain exclusive authority over, and responsibility for, those funds pursuant to the supervision of the Court as authorized to enforce the terms of this Settlement.

14. Settlement Payments and Incentive Payments

a. Subject to Sections 16 and 17 below, approximately seventy-two percent (72%) of the Net Settlement Amount (i.e., the gross aggregate sum of One Hundred Fifty-Two Thousand

Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose

Seven Hundred Fifty-Nine Dollars and Forty-Six Cents (\$152,759.46)) shall be allocated for Settlement Payments to the Named Plaintiffs and the Opt-In Plaintiffs. Each such Named Plaintiff and Opt-In Plaintiff shall (subject to the terms and conditions of this Agreement) receive an individually determined gross Settlement Payment as set forth on Exhibit A-1 hereto, which amounts have been determined by Class Counsel based on Class Counsel's calculation of the approximate number of estimated weeks in which (under Plaintiffs' theory) each such individual allegedly would have worked some amount of purported overtime in the Clinton Plant ADMC during his or her "recovery period," rounded down to account for the fact that employees generally would not work overtime every week in any event, including due to vacations, holidays and other factors.¹ As discussed in Sections 14(c) and 15(a) below, this amount could increase if the Court does not approve certain amounts requested as Attorneys' Fees and Costs and as Incentive Payments for the services of the six Named Plaintiffs.

b. Subject to Sections 16 and 17 below, approximately twenty-eight percent (28%) of the Net Settlement Amount (i.e., the gross aggregate sum of Fifty-Nine Thousand Four Hundred Seven Dollars and Twenty-Five Cents (\$59,407.25)) shall be allocated for Settlement Payments to the Rule 23 Class Members who become Settlement Participants. Each such Participating Rule 23 Class Member shall (subject to the terms and conditions of this Agreement) receive a Settlement Payment in the gross amount of Seven Hundred Fifteen Dollars and Seventy-Five Cents (\$715.75) based on the following formula: \$59,407.25 divided by eighty-three (83) Rule 23 Class Members. As discussed in Sections 14(c) and 15(a) below, this amount could increase if the Court does not approve certain amounts requested as Attorneys' Fees and Costs and as Incentive Payments for the services of the six Named Plaintiffs.

c. The Named Plaintiffs shall apply to the Court for additional special payments in recognition of their service as Class Representatives (each, an "Incentive Payment") in the following gross amounts: Two Thousand Dollars and Zero Cents (\$2,000.00) for Merle S. Leab, and Five Hundred Dollars and Zero Cents (\$500.00) for each of the remaining five Named Plaintiffs, Joey L. Bowman, Sr., Aaron W. Eads, Michael Varner, Kirby Nash and John Handy. Defendant does not oppose these Incentive Payments. The enforceability and binding nature of this Agreement shall not be impacted in any manner in the event that the Court refuses to award some or all of the entire Incentive Payments to any or all of the Named Plaintiffs. In the event the Court does not approve the full amount of Incentive Payments described herein, any such unapproved amounts will be allocated across the Named Plaintiffs, Opt-In Plaintiffs and Rule 23 Class Members in proportion to their respective Settlement Payments above.

¹ This "recovery period," within which estimated "overtime weeks" in the Clinton Plant ADMC are determined, runs approximately from the date a Named or Opt-In Plaintiff filed his or her opt-in consent with respect to the FLSA claims in this Case, until December 11, 2011, which is the date immediately prior to the ADM Notice issued on December 12, 2011 to Clinton Plant employees stating that employees were not required to change at work. For settlement purposes, the Parties have agreed to use December 11, 2011 as the latest end-date for the FLSA "recovery period" given the legal issues associated with Plaintiffs' legal theories for any recovery beyond that point. These recovery periods, and related alleged "overtime weeks" therein, vary across the Named Plaintiffs and Opt-In Plaintiffs because they opted into the FLSA claims at different times, and in some cases terminated employment or transferred out of the Clinton Plant ADMC prior to the above ADM Notice.

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

d. Under no circumstances shall the total amount payable by Defendant pursuant to this Agreement, the Settlement and the Final Approval Order exceed the aggregate of the Settlement Amount, the Claims Administrator Costs, and the Employer Share of Payroll Taxes.

15. Attorneys' Fees and Costs

a. Class Counsel shall seek, and Defendant shall not oppose, Court approval for an award to Class Counsel of attorneys' fees, costs and expenses equal to (and not to exceed) approximately thirty-three and 1/3 percent (33.33%) of the Settlement Amount, i.e., a total amount of One Hundred and Eight Thousand Three Hundred Thirty-Three Dollars and Twenty-Nine Cents (\$108,333.29) (such amount, or, if applicable, such lower amount as may be authorized by the Court, referred to as the "Attorneys' Fees and Costs"), to be paid out of (not in addition to) the Settlement Amount as set forth in the Agreement. The enforceability and binding nature of this Settlement Agreement shall not be impacted in any manner in the event that the Court refuses to award the entire amount sought by Class Counsel. In the event the Court does not approve the full amount of Attorneys' Fees and Costs described herein, any such unapproved amounts will be allocated across the Named Plaintiffs, Opt-In Plaintiffs and Rule 23 Class Members in proportion to their respective Settlement Payments above.

b. It is agreed and understood by and among the Parties and Class Counsel that the Attorneys' Fees and Costs shall cover, and payment thereof shall fully, finally and forever release and discharge Defendant and the other Released Parties from any and all claims and liability of any kind for, the entirety of all the Named Plaintiffs', Class Members' and Class Counsel's attorneys' fees, costs and expenses expended in furtherance of, arising out of or related to the Case or the Settlement, including without limitation to compensate Class Counsel or any other attorney(s), law firm(s) or person(s) (and regardless of whether or not any allocation(s) of the Attorneys' Fees and Costs are made among any such counsel) for all work already performed and all work remaining to be performed in connection with the Case, and further including without limitation all additional time, costs and expenses necessary or expended to: (i) negotiate and finalize this Agreement and any and all related documentation; (ii) obtain Preliminary Approval; (iii) respond to inquiries from Class Members regarding the Settlement; (iv) assist Class Members; (v) assist in resolving any objections; and (vi) defend the Settlement and secure the Final Approval, including the conduct of any appellate action.

c. Class Counsel represents and warrants that it is not aware of any claims for attorneys' fees, costs or expenses, by lien or otherwise, for legal or referral services rendered in connection with this Case by any counsel other than Class Counsel. If any other attorney(s) purporting to represent any of the Named Plaintiffs or Class Members seek any fees, costs or expenses in connection with the Case or the Settlement, Class Counsel shall discuss in good faith with such other counsel an allocation of fees, costs and expenses out of the Attorneys' Fees and Costs, but shall not be obligated to agree to any such allocation. Class Counsel shall provide to ADM and the Claims Administrator any and all such allocations that are agreed upon (if any), in writing in a form reasonably acceptable to ADM and signed by Class Counsel and all other such attorney(s), which ADM and the Claims Administrator shall be entitled to rely upon in distributing the Attorneys' Fees and Costs. In the event of any issue or dispute involving any attorneys' fees, costs or expenses or the allocation thereof that is not resolved after a good faith effort, any party (including ADM) may refer the issue or dispute for resolution by the Court. In

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

no event shall ADM or any of the other Released Parties pay, or be liable or responsible for, any attorneys' fees, costs or expenses to any of the Named Plaintiffs, Class Members, Class Counsel, any other attorney(s) or otherwise, irrespective of any such allocations, in excess of the Attorneys' Fees and Costs defined in Section 15(a).

16. Payment of Settlement Amount; Settlement Checks; Undeliverable or Uncashed Checks

a. Within thirty (30) calendar days after the Effective Date, the Claims Administrator shall pay out of the Qualified Settlement Fund in accordance with the terms and conditions of this Agreement and the Final Approval Order: (a) the applicable Settlement Payments to each Settlement Participant by check; (b) the Incentive Payments (to the extent approved by the Court) to the Named Plaintiffs by check; and (c) the Attorneys' Fees and Costs (to the extent approved by the Court) to Class Counsel (and, as applicable, to any other attorney(s) pursuant to any allocation agreed to in writing by Class Counsel under Section 15 above or ordered by the Court) by check, subject to timely provision to the Claims Administrator of such information as the Claims Administrator may reasonably request, and provided that in the event of any allocation issue or dispute with respect to the Attorneys' Fees and Costs (including without limitation any unresolved actual or threatened claim by any other attorney(s) for any share thereof), no such payment of Attorneys' Fees and Costs shall be or be required to be made until such issue or dispute is resolved in writing to the reasonable satisfaction of ADM or ordered by the Court. As soon as practicable after the issuance of the Settlement Payments, Incentive Payments and payment of Attorneys' Fees and Costs, unless such time is extended by agreement of the Parties or by the Court, the Claims Administrator will certify that all applicable amounts under the Settlement, less any amounts withheld or required to be deducted by law, have been paid, including the Remainder, and provide proof of payment to Class Counsel and Defendant's Counsel.

b. On the reverse of each settlement check will be printed above the space for endorsement a statement in substance that, by signing or negotiating the check, the Settlement Participant acknowledges his or her waiver of claims as provided in the Settlement Agreement, it being understood that the Settlement Participant remains bound by this Agreement even without signing or negotiating such check (the "Release Check Language"). Each settlement check also will bear a legend directing the payer's bank not to accept the settlement check for payment if: (i) the settlement check is unsigned; or (ii) the Release Check Language on the back of the check, or any part of it, has been altered or deleted. The Release Check Language on the settlement checks shall read substantially as follows: "By signing or negotiating this check, I acknowledge being bound by the Settlement Agreement dated by Plaintiffs on March 20, 2014 in the case of Bowman, et al. v. Archer-Daniels-Midland Co., No. 3-13-cv-00026 (S.D. Iowa), including without limitation the release of my Fair Labor Standards Act and Iowa Wage Payment Collection Act claims described therein and in the Settlement Notice I received. I remain bound by the Settlement Agreement and such releases even if I do not sign or negotiate this check."

c. Settlement Participants shall have sixty (60) calendar days after the date of issuance of their Settlement Payment and Incentive Payment checks to cash such checks, and the checks shall so inform each Settlement Participant. Promptly following the expiration of such sixty (60) calendar-day period, the Claims Administrator shall provide Class Counsel and Defendant's Counsel with a list identifying by Settlement Participant and check number any

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

check that is uncashed or is returned to the Claims Administrator as undeliverable. Any Settlement Participants whose checks remain uncashed or undeliverable as of the end of such sixty (60) calendar-day period (collectively, “Uncashed and Undelivered Payments”): (i) shall be deemed to have irrevocably released and waived their rights to any Settlement Payment or, as applicable, Incentive Payment (or any other share of the Settlement Amount); but (ii) shall be and remain bound by this Agreement (including without limitation the applicable release(s) and waiver(s) pursuant to Sections 6 and 7 above, as applicable) and any orders entered by the Court if the Settlement is approved by the Court and the Effective Date occurs (including without limitation the Final Approval Order).

17. Remainder

The Remainder shall equal that portion (if any) of the Settlement Amount comprised of: (a) any and all individual Settlement Payments potentially allocated to a Class Member (as described in Sections 14(a) and 14(b) above) who does not become a Settlement Participant for any reason, including without limitation any Rule 23 Class Member who does not timely submit a valid and timely Claim Form as provided in this Agreement and any Rule 23 Class Member who timely and validly opts out of the Settlement in accordance with Section 12 above; and (b) any Uncashed and Undelivered Payments. The Claims Administrator shall determine the Remainder and pay such Remainder out of the Qualified Settlement Fund to the Charity within one hundred twenty (120) calendar days after the Effective Date.

18. Taxation; No Other Compensation or Benefits

a. All Settlement Payments and Incentive Payments paid hereunder shall be treated as a settlement of a claimed entitlement to wages, subject to all legally required garnishments, liens, wage withholding orders, tax withholding, and similar obligations. The Remainder is not wages and is not subject to tax withholding or other tax payments, and Defendant is entitled to any tax benefits from making such donation to the Charity as described in Section 17.

b. To the maximum extent permitted by law, in no event shall any Settlement Payment, Incentive Payment or other payment under this Agreement: (i) be considered “compensation” under, create any credit under, require or create any potential entitlement to any contribution or award under, or otherwise affect the calculation of or eligibility for any compensation, bonus, deferred compensation, assumptions or benefit under, any compensation, incentive, deferred compensation, pension, retirement, profit sharing or other benefit, plan or program; or (ii) otherwise create or modify any entitlements, contributions or coverage under any other employment, compensation or benefit plan or program.

c. The Claims Administrator shall determine Defendant’s share (as the employer) of payroll employment taxes on any Settlement Payments and Incentive Payments paid to any Settlement Participants (including the employer’s share of FICA, FUTA and SDI contributions), and shall communicate such amount to Defendant with a detailed explanation of the calculations (the “Employer Share Payroll Taxes”). In the event of any dispute as to such calculation or amount of the Employer Share Payroll Taxes, the Parties and the Claims Administrator shall meet and confer in good faith and attempt to resolve the dispute. If the dispute cannot be resolved, it shall be submitted to the Court for a final determination. Within ten (10) calendar

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

days after the Claims Administrator's notification to Defendant of such Employer Share Payroll Taxes amount, or the resolution of any dispute relating thereto, Defendant shall make an additional payment to the Qualified Settlement Fund for the Employer Share Payroll Taxes (as applicable, in the amount determined by the Court if different from the Claims Administrator). The Parties shall reasonably cooperate with the Claims Administrator to the extent necessary to determine the Employer Share Payroll Taxes.

d. The Claims Administrator shall be responsible for all applicable tax reporting with respect to the Settlement Amount (and each component thereof) and the Employer Share Payroll Taxes in accordance with applicable law and this Agreement, and shall: (i) issue and report payments of all Settlement Payments and Incentive Payments on Forms W-2; (ii) issue and report the payment of the Attorneys' Fees and Costs to Class Counsel on a Form 1099, showing such amount as income to Class Counsel; and (iii) remit and report the Employer Share Payroll Tax to the appropriate taxing authorities on a timely basis. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the Attorneys' Fees and Costs, and shall indemnify, defend and hold harmless Defendant and the other Released Parties from and against any claim, liability, taxes, penalties, interest, attorneys' fees and other costs at any time arising out of or relating to the Attorneys' Fees and Costs or taxation thereof.

e. It is intended that any amounts payable under this Agreement will be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the treasury regulations relating thereto, and this Agreement shall be interpreted and construed accordingly.

19. Stay of Case

The Parties hereby agree to stay, and to move the Court in the Preliminary Approval Motion to stay, the Case including without limitation all discovery, pending the issuance of the Final Approval Order.

20. Amendment or Waiver Only in Writing

This Agreement may be amended or modified only by a written agreement signed by all Parties (or their authorized representatives) or their successors-in-interest. Except as otherwise provided in this Agreement, no rights hereunder may be waived except in writing.

21. Authority; Cooperation; Waiver of Objections and Exclusion

a. Counsel for the Parties represent and warrant that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate the terms hereof, and to execute any other documents required to effectuate the terms of this Agreement. Class Counsel and the Named Plaintiffs further represent and warrant that they have adequately and fully communicated with the Opt-In Plaintiffs regarding the Settlement and this Agreement, including without limitation all material terms thereof, and that they have full authority to execute this Agreement (including without limitation the releases and waivers in Section 6) on behalf of each and every Opt-In Plaintiff and to bind such Opt-In Plaintiffs to this Agreement.

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

b. The Parties and their respective counsel will cooperate with each other and use their best efforts to effect the implementation of the Agreement, including without limitation timely filing of all motions, papers and evidence necessary to do so, and refraining from causing or encouraging directly or indirectly any appeal or other action or proceedings seeking review of any Court order or judgment contemplated by this Agreement. In the event the Parties are unable to reach agreement on the form or content of any document or action needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate its terms, the Parties may seek the Court's assistance to resolve such disagreement.

c. The Parties further agree that they will not take any action adverse to each other in obtaining Court approval, and, if necessary, appellate approval, of the Agreement. The Named Plaintiffs expressly understand and agree that they do not have the right to, and will not, file any objection to or file a request to be excluded from the Settlement or the terms of this Agreement, and further agree that they will not assist or encourage any Class Member or other person or entity to file any such objection or exclusion request.

22. Non-Retaliation

The releases in Sections 6 and 7 shall not include any retaliation claims (if any) under the FLSA or IWPCA that arise at any time after the date on which this Agreement has been signed by all Parties (the "Execution Date"), it being understood and agreed, however, that any and all retaliation claims in existence or arising at any time on or prior to the Execution Date are and shall be deemed fully released, waived, settled and discharged by Sections 6 and 7 above.

23. Notices

All objections, opt-out requests and other notices described in this Agreement (other than the Notices) shall be sent to Class Counsel (if directed to Class Counsel or any Class Members) and/or to Defendant's Counsel (if directed to Defendant's Counsel or ADM) at the undersigned counsels' respective addresses. Except as otherwise provided for herein, any communication made in connection with this Agreement shall be deemed to have been made when sent by commercial overnight delivery, or United States Certified Mail, or hand delivery at the addresses designated for them in this Section. The persons and addresses designated in this Section may be changed by any signatory hereto by written notice given in accordance with this Section.

24. Successors and Assigns

Upon the Effective Date, this Agreement shall be binding on the Named Plaintiffs and the Class Members, and their respective attorneys, agents, spouses, executors, representatives, guardians *ad litem*, heirs, successors, assigns, or anyone claiming through them. Further, this Agreement shall inure to the benefit of Defendant and all other Released Parties.

25. Interpretation of Agreement.

This Agreement will be interpreted and enforced under the laws of the State of Iowa, without regard to its conflict of laws provisions, except where federal law applies. The Parties

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

believe that the terms of the Agreement are a fair, adequate and reasonable settlement of the Case and have arrived at this Agreement in arms-length negotiations, taking into account all relevant factors, present and potential. This Agreement has been drafted jointly by counsel for the Parties. Hence, in any construction or interpretation of this Agreement, the same shall not be construed against any of the Parties. Before declaring any provision of this Agreement invalid, the Parties hereby intend, agree and request that the Court shall first attempt to construe it as valid to the fullest extent possible consistent with applicable law so as to deem all provisions of this Agreement valid and enforceable.

26. Final Agreement; No Reliance

This Agreement constitutes the exclusive, final and entire agreement among the Parties with respect to the Settlement of the Case, and supersedes any and all other agreements, promises, understandings or discussions (oral or written) with respect to such matters. The Named Plaintiffs, on their own behalf and on behalf of the Class Members, and Defendant enter into this Agreement based solely upon its terms and not in reliance upon any representations or promises other than those contained in this Agreement. The Exhibits to this Agreement are an integral part of the Agreement. In the event of any conflict between the Agreement and the Exhibits, the terms of the Agreement shall control.

27. Counterparts

This Agreement may be executed in one or more counterparts and by facsimile. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

28. Confidentiality/Media

It is the intent of ADM to seek, to the maximum extent permitted by law and approved by the Court, that the terms of the Settlement and this Agreement shall remain confidential. The Named Plaintiffs, on behalf of themselves and the Class Members, agree not to object to any such request by ADM. Neither Class Counsel nor any of the Named Plaintiffs, without the prior written approval of Defendant's Counsel (which approval may be withheld in ADM's sole discretion) shall issue, authorize, or contribute to the preparation or dissemination of any press release or any other public statement concerning this Agreement or any of its terms (including without limitation any posting of such information on Class Counsel's or any other website or blog), or sponsor or participate in any press conference, interview, media appearance, or other public discussion concerning this Agreement or any of its terms. However, Class Counsel may participate in meetings with the Class Members to explain the terms of the Agreement and assist them in taking part in the Settlement, and may state, but only in response to inquiry, that all matters subject to litigation between the Parties have been resolved and the Parties reached a mutual settlement agreement.

29. Extensions of Time.

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

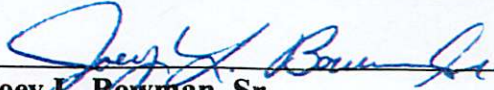
The Parties may agree to reasonable extensions of time to carry out any of the provisions of this Agreement and the non-requesting parties' consent to an extension will not be unreasonably denied.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose


STIPULATED AND AGREED TO BY:

For Plaintiffs and the Class Members:



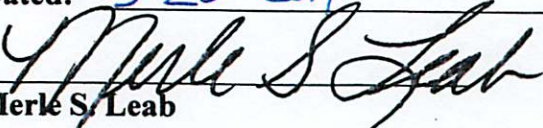
Joey L. Bowman, Sr.

Dated: 3-20-2014




Aaron W. Eads

Dated: 3-20-2014




Merle S. Leab

Dated: 3-20-2014



Michael Varner

Dated: 3-20-14



Kirby Nash

Dated: 3-20-14



John Handy

Dated: 3-20-14

For Defendant:

[Name]
[Title]

Dated: _____

REVIEWED AND APPROVED BY:

DEFENDANT'S COUNSEL

Brian J. Gold, Esq.
Jonathan D. Lotsoff, Esq.
Mary T. Weber, Esq.
SIDLEY AUSTIN LLP
One South Dearborn Street
Chicago, Illinois 60603

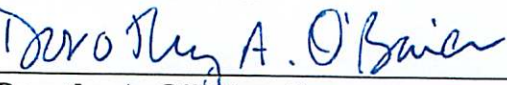
-and-

Mark L. Zaiger, Esq.
SHUTTLEWORTH & INGERSOLL, P.L.C.
115 Third Street SE, P.O. Box 2107
Cedar Rapids, Iowa 52406

Dated: _____

REVIEWED AND APPROVED BY:

CLASS COUNSEL



Dorothy A. O'Brien, Esq.
Attorney & Counselor At Law, PLC
2322 E. Kimberly Road, Ste. 100E
Davenport, Iowa 52807

Dated: 3-20-2014

Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose

STIPULATED AND AGREED TO BY:

For Plaintiffs and the Class Members:

Joey L. Bowman, Sr.

Dated: _____

Aaron W. Eads

Dated: _____

Merle S. Leab

Dated: _____

Michael Varner

Dated: _____

Kirby Nash

Dated: _____

John Handy

Dated: _____

REVIEWED AND APPROVED BY:

CLASS COUNSEL

Dorothy A. O'Brien, Esq.
Attorney & Counselor At Law, PLC
2322 E. Kimberly Road, Ste. 100E
Davenport, Iowa 52807

Dated: _____

For Defendant:




Dean Brainerd
Plant Manager, Clinton Corn Plant

Dated: 3-25-14

REVIEWED AND APPROVED BY:

DEFENDANT'S COUNSEL



Brian J. Gold, Esq.
Jonathan D. Lotsoff, Esq.
Mary T. Weber, Esq.
SIDLEY AUSTIN LLP
One South Dearborn Street
Chicago, Illinois 60603

-and-

Mark L. Zaiger, Esq.
SHUTTLEWORTH & INGERSOLL, P.L.C.
115 Third Street SE, P.O. Box 2107
Cedar Rapids, Iowa 52406

Dated: 3/25/14

EXHIBIT A-1

[LIST OF THE NAMED AND OPT-IN PLAINTIFFS AND ELIGIBLE SETTLEMENT PAYMENTS FILED UNDER SEAL PER COURT ORDER DATED MARCH 19, 2014]

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

EXHIBIT A-2

[LIST OF THE RULE 23 CLASS MEMBERS]

List of Rule 23 Class Members

Last Name	First Name
ADAMS	SEAN
ARIOSO	DAVID
BAUGHMAN	BRIAN
BIELEMA	ROBERT
BLUM	MICHAEL
BOROTA	WILLIAM
BROWN	STEVEN
BUECH	BRYAN
CAPLES	MICHAEL
COOK	JON
COSSMAN	DANA
EDFORS	JERRY
DRESDEN	MICHAEL
FEDDERSON	JOSHUA
FRANZEN	ROBERT
FREDERICK	BENJAMIN
FRYMIRE	CLINTON
FUNDERBERG	LESLIE
FUNDERBERG	STONY
GABBARD	ANTHONY
GORZNEY	BRIAN
HACKER	RUSSELL
HANSEN	TIMOTHY
HARDESTY	JAMES
HARKSEN	DAVID
HAAS	ADAM
HAUGEN	ADAM
HEATON	JERON
HENNINGSSEN	WINSTON
HILL	SCOTT

Last Name	First Name
HOUSE	MICHAEL
HOUSENGA	JAN
HOUZENGA	ZACHARY
HULL	MIKE
JOHNS	FREDRICK
JORGENSEN	KEVIN
KAMPE	ANDREW
KEEHNER	GARY
KIMMEL	CHAD
KNIGHT	CHRISTOPHER
KRAMER	COLE
KUPFER	KEVIN
MAHER	BENJAMIN
MALLI	JEFFREY
MANGIERI	JAY
MARTENS	ANTHONY
MEYERMANN	RONALD
MILLER	JASON
MOLDER	BRAD
MORRIS	ANDREW
NICE	SCOTT
OSTERLOH	BRUCE
PARROT	JOSH
PILLERS	JON
RENKES	RANDALL
RICE	NICHOLAS
RICKERL	GREGORY
RINGEN	WILLIAM
RICHMOND	ANDREW
RICHMOND	MATTHEW

List of Rule 23 Class Members

Last Name	First Name
ROCK	ERNEST
ROLSTON	JEFFREY
SHACKELFORD	PATRICK
SCHMITZ	TIMOTHY
SCHUTTE	JAMES
SCHWARTZ	KENNETH
SEXTON	DAVID
SHERIDAN	RONALD
SILVA	JORGE
SMITH	ADAM
STILES	DEREK
STILES	DILLON
TEMPLE	JUSTIN
TERBUSH	MARCUS
THOMSEN	MATTHEW
THORPE	CHRIS
VAN KAMPEN	MICHAEL
WALWER	DOUGLAS
WATSON	TRAVIS
WILLIS	STEPHEN
WIERSEMA	KERRY
WITT	RICHARD
WORKMAN	KEITH

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

EXHIBIT B-1

[NOTICE OF CLASS ACTION TO THE OPT-IN PLAINTIFFS]

THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ CAREFULLY

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION

JOEY L. BOWMAN, SR.; AARON W.)
EADS, MERLE S. LEAB, MICHAEL)
VARNER, KIRBY NASH, JOHN HANDY,)
on behalf of themselves and others)
similarly situated,)

Plaintiffs,)

v.)

ARCHER-DANIELS-MIDLAND)
COMPANY,)

Defendant.)

CASE NO. 3:13-cv-00026-CRW-RAW

NOTICE OF SETTLEMENT AND RELEASE OF CLAIMS

THE PURPOSE OF THIS NOTICE

Your rights may be affected by a settlement that has been reached in the above-captioned lawsuit, *Joey L. Bowman, Sr., et al. v. Archer-Daniels-Midland Company* (“ADM”) (Case No. 13-cv-00026-CRW-RAW), pending in the United States District Court for the Southern District of Iowa, Davenport Division (the “Case”). **You are not being sued in this Case.** The purpose of this Notice is to advise you that there is a proposed settlement of the Case on behalf of all actual or potential claimants including you (the “Settlement”), and to summarize certain rights and options that you have in connection with the Case and the Settlement.

The parties to the Case and the Settlement described in this Notice are: (a) current and former hourly non-exempt ADM employees who work or worked in the Construction department at ADM’s corn-processing facility in Clinton, Iowa (“Clinton ADMC”) as described immediately below (collectively, the “Clinton ADMC Hourly Employees”), and (b) ADM. The Clinton ADMC Hourly Employees include the following groups:

- (i) the six named Plaintiffs, i.e., Joey L. Bowman, Sr., Aaron W. Eads, Merle S. Leab, Michael Varner, Kirby Nash, and John Handy (the “Named Plaintiffs” or “Class Representatives”);
- (ii) the Clinton ADMC Hourly Employees who previously filed written opt-in consents to join in the claims under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”) in this Case and who work or worked in Clinton ADMC at any time from February 21, 2010 to [date of Preliminary Approval] (the “Opt-Ins”) – including you; and
- (iii) the Clinton ADMC Hourly Employees who previously did not file written opt-in consents to join in the FLSA claims in this Case and who work or worked in Clinton ADMC at any time from February 21, 2011 to [date of Preliminary Approval] (the “Class Members”).

BRIEF SUMMARY OF THE CASE

The Class Representatives alleged in a two-count Amended Complaint that, since February 21,

THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ CAREFULLY

2010, Defendant ADM failed to pay the Clinton ADMC Hourly Employees for time spent changing into and out of their uniforms and certain personal protective equipment, or “PPE” (e.g., hard hats, safety glasses, ear plugs or muffs, gloves and boots) at work and for time spent walking between the ADM locker room and their work locations where they clock in and out. Count I of the Amended Complaint claims that such time is compensable and asserts an “opt-in” collective action for allegedly unpaid overtime compensation and certain other amounts under the FLSA. Count II of the Amended Complaint asserts a mirroring claim for overtime compensation and certain other amounts for a purported “opt-out” class under the Iowa Wage Payment Collection Act (“IWPCA”), Iowa Code § 91A (which does not itself require overtime pay but rather is based on the FLSA claim in Count I). The Amended Complaint also seeks liquidated damages (in an amount equal to any unpaid wages), attorneys’ fees and costs, and certain other relief. The Amended Complaint alleges that the Clinton ADMC Hourly Employees were required to change into and out of their uniforms and PPE at work, not at home, by ADM policy and by certain legal regulations. ADM has denied that it has or enforced any such policy, or that the law requires changing at work. ADM also denies that it violated the rights of any of the Clinton ADMC Hourly Employees, that they are entitled to any recovery, or that the Case (if it were to proceed without settlement) could be maintained as a class or collective action.

On June 21, 2013, the Court conditionally certified an “opt in” FLSA collective action under Count I of the Case. Clinton ADMC Hourly Employees were sent notices of their opportunity to file a written consent opting into the FLSA claim. 101 Clinton ADMC Hourly Employees did so (the “Opt-Ins” referred to above) – including you. If this Case were to proceed (without being settled), ADM would seek to “decertify” and dismiss this collective action later in the Case.

After exchanging information in discovery in the Case, the parties and their attorneys engaged in good-faith and intensive settlement negotiations. On January 15, 2014, the parties had a settlement conference before the Magistrate Judge in the Case, the Honorable Ross A. Walters, where the Settlement of the Case was reached. Thereafter, on **[date of Preliminary Approval]**, the District Court Judge in the Case, the Honorable Charles R. Wolle, granted preliminary approval of this Settlement subject to a Fairness Hearing (discussed below).

The parties have entered into a Settlement Agreement documenting the Settlement, a copy of which can be obtained from the Court’s file maintained at the Clerk’s office or Class Counsel, Dorothy A. O’Brien, Attorney & Counselor at Law, PLC (see Section E below for contact information for both). A summary of the principal Settlement terms is as follows.

SUMMARY OF THE SETTLEMENT TERMS & YOUR OPTIONS

- A. Class Definitions.** For settlement purposes only pursuant to the Settlement Agreement, the parties have agreed to settle this Case on behalf of the Clinton ADMC Hourly Employees, grouped into the following settlement “classes”: (a) a settlement collective, for purposes of the FLSA claim in the Case, consisting of the Class Representatives (defined above), the Opt-Ins (defined above -- including you), and any Class Members (defined above) who timely submit valid Claim Forms; and (b) a settlement class, for purposes of the IWPCA claim in the Case, consisting of the Class Members and the Class Representatives.
- B. Class Settlement and Payments.** Under the Settlement Agreement, ADM shall pay a total gross settlement amount of \$325,000.00, to be distributed as follows:
1. A gross total payment of \$152,759.46, to be shared among the Named Plaintiffs and Opt-Ins – including you – with each individual settlement share including yours individually determined based on the approximate number of estimated weeks in which (under

THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ CAREFULLY

Plaintiffs' theory) each such settlement participant allegedly would have worked some amount of purported overtime in the Clinton ADMC during his or her "recovery period," rounded down to account for the fact that employees generally would not work overtime every week in any event, including due to vacations, holidays and other factors (such settlement share amounts also will be reduced by employee payroll taxes).¹ Your individual settlement share of this total is a gross settlement payment of \$[INSERT] (less employee payroll taxes) based on an estimated rounded number of [INSERT] "overtime weeks."

2. Payment to each Class Member (which, as noted, does not include you) who timely files a valid Claim Form of \$715.75, less employee payroll taxes, for a gross total of \$59,407.25 as to all Class Members (settlement payments for the Named Plaintiffs and Opt-Ins are different from those for Class Members because the Named Plaintiffs and Opt-Ins have a longer period of eligibility potentially to recover allegedly unpaid overtime (by virtue of having opted into the FLSA claim in the Case), and also expressed an interest and intent to prosecute their claims and in some cases participated in discovery);
3. Special incentive payments in the total gross amount of \$4,500 to the Named Plaintiffs (\$2,000 for Merle S. Leab, and \$500 for each of Joey L. Bowman, Sr., Aaron W. Eads, Michael Varner, Kirby Nash and John Handy), less employee payroll taxes, for their service and involvement in the Case as Class Representatives;
4. Payment of \$108,333.29 to Dorothy A. O'Brien, Attorney & Counselor at Law, PLC, as Class Counsel, for attorneys' fees and expenses for work performed and to be performed on behalf of the Clinton ADMC Hourly Employees in the Case;
5. If any Named Plaintiffs or Opt-Ins do not timely cash their settlement checks noted above in Section B(1) once received, payment of any such unclaimed settlement amounts to the United Way of Clinton County, Iowa; and
6. If any Class Members do not timely submit Claim Forms to receive their settlement payments noted above in Section B(2) or do not timely cash their settlement checks once

¹ This "recovery period," within which estimated "overtime weeks" in the Clinton ADMC are determined, runs approximately from the date a Named Plaintiff or Opt-In filed his or her opt-in consent with respect to the FLSA claims in this case, until December 11, 2011, which is the date immediately prior to the ADM Notice issued on December 12, 2011 to Clinton plant employees stating that employees were not required to change at work. For settlement purposes, the parties have agreed to use December 11, 2011 as the latest end-date for the FLSA "recovery period" given the legal issues associated with Plaintiffs' legal theories for any recovery beyond that point. Under this methodology, for example, the settlement payments for two of the three original Named Plaintiffs are based on their recovery period of February 21, 2010 (three years before they filed the Complaint) to December 11, 2011 (the day before the above ADM Notice), and an estimate presuming some amount of purported overtime worked in eighty (80) weeks of that recovery period (a number of weeks that, as noted, is rounded to take into account the fact that overtime would not be worked during every week of the recovery period in any event). Settlement payments for other Named Plaintiffs and Opt-Ins are based on (rounded) estimates presuming some amount of purported overtime worked in sixty (60), forty (40) or twenty-eight (28) weeks, respectively, out of their respective recovery periods. These other Named and Opt-In Plaintiffs' recovery periods – including yours – are shorter (compared to certain of the original Named Plaintiffs) because they opted into the FLSA claims later (resulting in a later start to their recovery periods), and/or in some cases terminated employment or transferred out of the Clinton ADMC prior to December 11, 2011, resulting in an earlier end-date for their recovery periods. Further information is available from Class Counsel or the Claims Administrator (contact information is provided in Section E below).

THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ CAREFULLY

received, payment of any such unclaimed settlement amounts to the United Way of Clinton County, Iowa.

In the event the Court does not approve the full amount of attorneys fees' and expenses and/or Class Representative incentive payments described above, any such unapproved amounts will be allocated across the Named Plaintiffs, Opt-Ins and Class Members in proportion to their respective settlement payments above. As part of the Settlement, ADM also has agreed to pay the costs of the Claims Administrator (Rust Consulting, Inc.) that will handle administration of the Settlement, and the costs of the employer's share of payroll taxes on the Settlement.

- C. Receipt of Settlement Payment; Right to Appear Through Own Attorney.** If the Court grants final approval of the Settlement and it becomes effective, you will receive a settlement payment as described in Section B(1) above. You do not need to submit anything in order to receive a settlement payment. Class Counsel will continue to represent the interest of all participating members of the Settlement through the conclusion of the Settlement. You may also appear through your own attorney, at your own cost, but are not required to do so. You may not request exclusion from the Settlement (a.k.a. "opt-out") or object to the Settlement.
- D. Release of Claims Under Settlement.** Whether or not you sign or timely cash your settlement check, as an Opt-In, you are bound by and a party to the Settlement.

As such, by operation of the Court's final approval of the Settlement ("Final Approval"), you (on your own behalf and on behalf of your successors, assigns, agents, heirs and attorneys) shall have fully, finally, and forever settled, released, waived and covenanted not to sue for any and all claims, rights, demands, liabilities and causes of action against or with respect to the Released Parties (defined below) (or any of them) of every nature and description, whether known or unknown, suspected or unsuspected, contingent or non-contingent, in existence or arising at any time on or prior to the date of Final Approval that were or could have been asserted in, or that arise from or relate to the claims asserted in, the Amended Complaint or the Case, including without limitation all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief for any or all of the following: (i) under the IWPCA or the FLSA; (ii) for or relating to allegedly unpaid overtime, regular, minimum or other wages (including without limitation alleged failure to pay overtime, compensate you for all hours worked, or properly calculate the regular rate or overtime or other wages); (iii) for or relating to the alleged failure to promptly pay all wages due and owing to you; (iv) for or relating to any alleged failure to maintain proper wage and hour records including without limitation hours worked and wages paid; or (v) for or relating to any conduct that was or could have been asserted in, or that arises from or relates to the claims asserted in, the Amended Complaint or the Case that is alleged to be negligent, intentional, with or without malice, or a breach of any duty, law or rule. The foregoing released and waived claims include, without limitation, any and all such claims as discussed herein that you do not know or suspect to exist in your favor at the time of the date of Final Approval, which, if known by you, might have affected your settlement with, and release of, the Released Parties. The release does not release claims of alleged retaliation (if any) under the FLSA or the IWPCA that arise after (but not on or before) the date the Settlement Agreement has been signed by all parties.

"Released Parties" means Defendant ADM and its respective parents, divisions, subsidiaries, partnerships, affiliates, or other related entities (whether or not such entities are wholly owned), and their respective past, present, and future trustees, fiduciaries, shareholders, administrators, directors, officers, agents, partners, members, principals, employees, insurers and attorneys,

THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ CAREFULLY

and the respective predecessors, successors, and assigns of each of the Released Parties identified above.

The foregoing constitutes only a general summary of the benefits and terms of the Settlement, and any person with any interest in the Case is advised to read the Settlement Agreement for a complete statement of all the terms and conditions of the Settlement.

E. Contact Information

<u>Claims Administrator</u>	<u>Class Counsel</u>	<u>Counsel for Defendant ADM</u>
(To seek information):	(To seek information):	
Rust Consulting, Inc. []	Dorothy A. O'Brien, Esq. Dorothy A. O'Brien, Attorney & Counselor at Law, PLC 2322 E. Kimberly Rd., Suite 100E Davenport, Iowa 52807 dao@emprights.com (563) 355-6060	Jonathan Lotsoff, Esq. Mary T. Weber, Esq. Sidley Austin LLP One South Dearborn St. Chicago, Illinois 60603

FAIRNESS HEARING

At [TIME] on [DATE], 2014, a hearing will be held on the fairness of the proposed Settlement, including without limitation the proposed attorneys' fees and expenses for Class Counsel and the proposed special incentive payments for the Class Representatives (the "Fairness Hearing"). The hearing will take place before the Honorable Judge Charles P. Wolle, United States District Court for the Southern District of Iowa, Davenport Division, 131 East 4th Street, Suite 150, Davenport, Iowa 52801. **YOU DO NOT HAVE TO ATTEND THIS HEARING.**

APPROVAL OF SETTLEMENT

If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the Case with prejudice. The Settlement, once effective, will then be binding on ADM and the Clinton ADMC Hourly Employees per its terms, including you, as described above. If the Settlement is not granted Final Approval, or if it is granted Final Approval but the judgment does not become final (i.e., if it is overturned on appeal), the Case will then proceed as though no proposed Settlement had been reached.

ADDITIONAL INFORMATION

Any questions you have about the matters contained in this Notice should NOT be made to the Court but should be directed to Class Counsel and/or the Claims Administrator (see Contact Information in Section E above). You may communicate with Class Counsel as your attorney in this Case, or you may, of course, seek the advice and guidance of your own separate attorney if you wish. The pleadings and other records in this Case including the Settlement Agreement may be examined and copied at any time during regular office hours at the Clerk's office of the United States District Court for the Southern District of Iowa, Davenport Division, 131 East 4th Street, Suite 150, Davenport, Iowa 52801. As noted, PLEASE DO NOT CONTACT THE COURT with questions about the Settlement or this Notice.

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

EXHIBIT B-2

[NOTICE OF CLASS ACTION TO THE RULE 23 CLASS MEMBERS]

THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ CAREFULLY

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION

JOEY L. BOWMAN, SR.; AARON W. EADS, MERLE S. LEAB, MICHAEL VARNER, KIRBY NASH, JOHN HANDY, on behalf of themselves and others similarly situated,)	
)	
Plaintiffs,)	CASE NO. 3:13-cv-00026-CRW-RAW
)	
v.)	
)	
ARCHER-DANIELS-MIDLAND COMPANY,)	
)	
Defendant.)	

NOTICE OF SETTLEMENT AND RELEASE OF CLAIMS

THE PURPOSE OF THIS NOTICE

Your rights may be affected by a settlement that has been reached in the above-captioned lawsuit, *Joey L. Bowman, Sr., et al. v. Archer-Daniels-Midland Company* (“ADM”) (Case No. 13-cv-00026-CRW-RAW), pending in the United States District Court for the Southern District of Iowa, Davenport Division (the “Case”). **You are not being sued in this Case.** The purpose of this Notice is to advise you that there is a proposed settlement of the Case on behalf of all actual or potential claimants including you (the “Settlement”), and to summarize certain rights and options that you have in connection with the Case and the Settlement.

The parties to the Case and the Settlement described in this Notice are: (a) current and former hourly non-exempt ADM employees who work or worked in the Construction department at ADM’s corn-processing facility in Clinton, Iowa (“Clinton ADMC”) as described immediately below (collectively, the “Clinton ADMC Hourly Employees”), and (b) ADM. The Clinton ADMC Hourly Employees include the following groups:

- (i) the six named Plaintiffs, i.e., Joey L. Bowman, Sr., Aaron W. Eads, Merle S. Leab, Michael Varner, Kirby Nash, and John Handy (the “Named Plaintiffs” or “Class Representatives”);
- (ii) the Clinton ADMC Hourly Employees who did not previously file written opt-in consents to join in the claims under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”), in this Case and who work or worked in Clinton ADMC at any time from February 21, 2011 to **[date of Preliminary Approval]** (the “Class Members”) -- including you; and
- (iii) the Clinton ADMC Hourly Employees who did previously file written opt-in consents to join in the FLSA claims in this Case and who work or worked in Clinton ADMC at any time from February 21, 2010 to **[date of Preliminary Approval]** (the “Opt-Ins”).

BRIEF SUMMARY OF THE CASE

The Class Representatives alleged in a two-count Amended Complaint that, since February 21, 2010, Defendant ADM failed to pay the Clinton ADMC Hourly Employees for time spent changing

THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ CAREFULLY

into and out of their uniforms and certain personal protective equipment, or “PPE” (e.g., hard hats, safety glasses, ear plugs or muffs, gloves and boots) at work and for time spent walking between the ADM locker room and their work locations where they clock in and out. Count I of the Amended Complaint claims that such time is compensable and asserts an “opt-in” collective action for allegedly unpaid overtime compensation and certain other amounts under the FLSA. Count II of the Amended Complaint asserts a mirroring claim for overtime compensation and certain other amounts for a purported “opt-out” class under the Iowa Wage Payment Collection Act (“IWPCA”), Iowa Code § 91A (which does not itself require overtime pay but rather is based on the FLSA claim in Count I). The Amended Complaint also seeks liquidated damages (in an amount equal to any unpaid wages), attorneys’ fees and costs, and certain other relief. The Amended Complaint alleges that the Clinton ADMC Hourly Employees were required to change into and out of their uniforms and PPE at work, not at home, by ADM policy and by certain legal regulations. ADM has denied that it has or enforced any such policy, or that the law requires changing at work. ADM also denies that it violated the rights of any of the Clinton ADMC Hourly Employees, that they are entitled to any recovery, or that the Case (if it were to proceed without settlement) could be maintained as a class or collective action.

On June 21, 2013, the Court conditionally certified an “opt in” FLSA collective action under Count I of the Case. Clinton ADMC Hourly Employees were sent notices of their opportunity to file a written consent opting into the FLSA claim. 101 Clinton ADMC Hourly Employees did so (the “Opt-Ins” referred to above). You did not. If this Case were to proceed (without being settled), ADM would seek to “decertify” and dismiss this collective action later in the Case.

After exchanging information in discovery in the Case, the parties and their attorneys engaged in good-faith and intensive settlement negotiations. On January 15, 2014, the parties had a settlement conference before the Magistrate Judge in the Case, the Honorable Ross A. Walters, where the Settlement of the Case was reached. Thereafter, on **[date of Preliminary Approval]**, the District Court Judge in the Case, the Honorable Charles R. Wolle, granted preliminary approval of this Settlement subject to a Fairness Hearing (discussed below).

The parties have entered into a Settlement Agreement documenting the Settlement, a copy of which can be obtained from the Court’s file maintained at the Clerk’s office or Class Counsel, Dorothy A. O’Brien, Attorney & Counselor at Law, PLC (see Section D below for contact information for both). Class Counsel will continue to represent the interest of all participating members of the Settlement through the conclusion of the Settlement. You may also appear through your own attorney, at your own cost, but are not required to do so. A summary of the principal Settlement terms is as follows.

SUMMARY OF THE SETTLEMENT TERMS & YOUR OPTIONS

- A. Class Definitions.** For settlement purposes only pursuant to the Settlement Agreement, the parties have agreed to settle this Case on behalf of the Clinton ADMC Hourly Employees, grouped into the following settlement “classes”: (a) a settlement class, for purposes of the IWPCA claim in the Case, consisting of the Class Members (defined above), including you, and the Class Representatives (defined above); and (b) a settlement collective, for purposes of the FLSA claim in the Case, consisting of the Class Representatives, the Opt-Ins (defined above), and any Class Members, potentially including you, who timely submit valid Claim Forms (as discussed below).
- B. Class Settlement and Payments.** Under the Settlement Agreement, ADM shall pay a total gross settlement amount of \$325,000.00, to be distributed as follows:

THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ CAREFULLY

1. Payment to each Class Member – including you – of \$715.75, less employee payroll taxes, for a gross total of \$59,407.25 as to all Class Members (subject to certain conditions for payment described in Section C below);
2. A gross total payment of \$152,759.46, to be shared among the Named Plaintiffs and Opt-Ins (as noted, you are not an “Opt-In” as defined in this Notice), with each individual settlement share for such settlement participants individually determined based on the approximate number of estimated weeks in which (under Plaintiffs’ theory) each such settlement participant allegedly would have worked some amount of purported overtime in the Clinton ADMC during his or her recovery period, rounded down to account for the fact that employees generally would not work overtime every week in any event, including due to vacations, holidays and other factors (such settlement share amounts also will be reduced by employee payroll taxes). Settlement payments for the Named Plaintiffs and Opt-Ins are different from those for Class Members because the Named Plaintiffs and Opt-Ins have a longer period of eligibility potentially to recover allegedly unpaid overtime (by virtue of having opted into the FLSA claim in the Case), and also expressed an interest and intent to prosecute their claims and in some cases participated in discovery;
3. Special incentive payments in the total gross amount of \$4,500 to the Named Plaintiffs (\$2,000 for Merle S. Leab, and \$500 for each of Joey L. Bowman, Sr., Aaron W. Eads, Michael Varner, Kirby Nash and John Handy), less employee payroll taxes, for their service and involvement in the Case as Class Representatives;
4. Payment of \$108,333.29 to Dorothy A. O’Brien, Attorney & Counselor at Law, PLC, as Class Counsel, for attorneys’ fees and expenses for work performed and to be performed on behalf of the Clinton ADMC Hourly Employees in the Case;
5. If any Class Members do not timely submit Claim Forms to receive their settlement payments noted above in Section B(1) or do not timely cash their settlement checks once received, payment of any such unclaimed settlement amounts to the United Way of Clinton County, Iowa; and
6. If any Named Plaintiffs or Opt-Ins do not timely cash their settlement checks noted above in Section B(2) once received, payment of any such unclaimed settlement amounts to the United Way of Clinton County, Iowa.

In the event the Court does not approve the full amount of attorneys fees’ and expenses and/or Class Representative incentive payments described above, any such unapproved amounts will be allocated across the Named Plaintiffs, Opt-Ins and Class Members in proportion to their respective settlement payments above. As part of the Settlement, ADM also has agreed to pay the costs of the Claims Administrator (Rust Consulting, Inc.) that will handle administration of the Settlement, and the costs of the employer’s share of payroll taxes on the Settlement.

C. Your Options and Related Releases of Claims Under the Settlement. As a Class Member, **you can do one of the following under the Settlement: (1) submit a Claim Form and receive a settlement payment; (2) do nothing; (3) request exclusion from the Settlement; or (4) object to the Settlement.** Your eligibility for a settlement payment, and the release of claims that will be applicable to you (if any), depend on which option you choose. The options below, and the related releases, all depend on the Court approving the Settlement and it becoming effective:

1. **Submit a Claim Form and Receive a Settlement Payment.** If you timely submit a valid

THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ CAREFULLY

Claim Form, you will receive a gross settlement payment of \$715.75, less employee payroll taxes. Your Claim Form is enclosed with this Notice. **For your Claim Form submission to be valid and timely, you must fill it out and sign it, not modify or delete any part of it, and return it to the Claims Administrator at the address listed in Section D below post-marked no later than _____, 2014.** By submitting a Claim Form, you also are consenting for settlement purposes to opt into the FLSA claim in Count I of the Amended Complaint (although you will still not be considered an “Opt-In” as defined in this Notice for purposes of the Settlement). A stamped envelope addressed to the Claims Administrator is included in this packet.

By submitting your Claim Form, then by operation of the Court’s final approval of the Settlement (“Final Approval”), you (on your own behalf and on behalf of your successors, assigns, agents, heirs and attorneys) shall have fully, finally, and forever settled, released, waived and covenanted not to sue for any and all claims, rights, demands, liabilities and causes of action against or with respect to the Released Parties (defined below) (or any of them), of every nature and description, whether known or unknown, suspected or unsuspected, contingent or non-contingent, in existence or arising at any time on or prior to the date of Final Approval that were or could have been asserted in, or that arise from or relate to the claims asserted in, the Amended Complaint or the Case, including without limitation all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief, or other relief for any or all of the following: (i) under the IWPCA or the FLSA; (ii) for or relating to allegedly unpaid overtime, regular, minimum or other wages (including without limitation alleged failure to pay overtime, compensate you for all hours worked, or properly calculate the regular rate or overtime or other wages); (iii) for or relating to the alleged failure to promptly pay all wages due and owing to you; (iv) for or relating to any alleged failure to maintain proper wage and hour records including without limitation hours worked and wages paid; or (v) for or relating to any conduct that was or could have been asserted in, or that arises from or relates to the claims asserted in, the Amended Complaint or the Case that is alleged to be negligent, intentional, with or without malice, or a breach of any duty, law or rule. The foregoing released and waived claims include, without limitation, any and all such claims as discussed herein that you do not know or suspect to exist in your favor at the time of the date of Final Approval, which, if known by you, might have affected your settlement with, and release of, the Released Parties, or might have affected your decision not to object to or, as applicable, to exclude yourself from this Settlement. This release does not release claims of alleged retaliation (if any) under the FLSA or the IWPCA that arise after (but not on or before) the date the Settlement Agreement has been signed by all parties.

“Released Parties” means Defendant ADM and its respective parents, divisions, subsidiaries, partnerships, affiliates, or other related entities (whether or not such entities are wholly owned), and their respective past, present, and future trustees, fiduciaries, shareholders, administrators, directors, officers, agents, partners, members, principals, employees, insurers and attorneys, and the respective predecessors, successors, and assigns of each of the Released Parties identified above.

2. **Do Nothing.** If you do nothing (that is, you neither submit a Claim Form, nor file an objection, nor request exclusion from the Settlement, as described below), you will not receive any settlement payment as described in Section B(1) above (or any other amount). However, by operation of the Court’s Final Approval of the Settlement, you still shall be bound by the Settlement Agreement, and you still shall have fully, finally, and forever settled, released, waived and covenanted not to sue the Released Parties with respect to

THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ CAREFULLY

all claims, rights, demands, liabilities and causes of action described in Section C(1) above, except for claims under the FLSA.

- Request Exclusion from the Settlement:** You may ask to be excluded from (a.k.a. “opt-out” of) the Settlement if you wish by following the procedures set forth below. If you timely and validly request exclusion from the Settlement, you will retain your right to file your own lawsuit under the IWPCA and the FLSA. In that case, you will not receive any settlement payment as described in Section B(1) above (or any other amount), and you will not be bound by the Settlement or be deemed to have settled, released, waived or covenanted not to sue the Released Parties with respect to any claims, rights, demands, liabilities or causes of action. If more than 12% of the Class Members exclude themselves, however, ADM has the right to withdraw from the Settlement, in which event the Case will continue and the Class Members will not receive any money.

If you wish to be excluded from the proposed Settlement, you must send your exclusion request in writing to (a) the Claims Administrator, (b) Class Counsel and (c) Counsel for ADM at the addresses listed in Section D below, post-marked no later than _____, 2014, and it must include the following: (i) your full name, address, telephone number, dates of employment with ADM, most recent job title(s), and the last four digits of your Social Security number, (ii) a reference to *Joey L. Bowman, Sr., et al. v. Archer-Daniels-Midland Company*, Case No. 13-cv-00026-CRW-RAW, and (iii) a specific statement of your desire to be excluded from the Settlement. If you do not exclude yourself, you will be bound by the Settlement. The Class Representatives and ADM encourage you *not* to exclude yourself, but ultimately, it is your choice.

- Object to the Settlement:** You can object to the Settlement if you don’t like some or all of it, and can give reasons why you think the Court should not approve it. The Court will consider your views and whether to give Final Approval to the Settlement at a Fairness Hearing (discussed below). If you file an objection to the Settlement and the Court overrules your objection (i.e., does not agree with it) and gives Final Approval to the Settlement, then you will not receive any settlement payment as described in Section B(1) above (or any other amount). However, by operation of the Court’s Final Approval of the Settlement, you still shall be bound by the Settlement Agreement, and you still shall have fully, finally, and forever settled, released, waived and covenanted not to sue the Released Parties with respect to all claims, rights, demands, liabilities and causes of action described in Section C(1) above, except for claims under the FLSA. *Objecting* to the Settlement is different from *excluding* yourself from the Settlement under Section C(3) above. As stated, excluding yourself is telling the Court that you don’t want to be part of the Settlement at all. If you exclude yourself, you cannot object to the Settlement because the Case no longer affects you and you will not receive a settlement payment or be bound by the Settlement, as described in Section C(3) above.

If you wish to object to the proposed Settlement, you must send your written objection, post-marked no later than _____, 2014, to (a) the Clerk of Court, United States District Court for the Southern District of Iowa, Davenport Division, 131 East 4th Street, Suite 150, Davenport, Iowa 52801, (b) the Claims Administrator, (c) Class Counsel and (d) Counsel for ADM at the addresses listed in Section D below, and your objection must include the following: (i) your full name, address, telephone number, dates of employment with ADM, most recent job title(s) and the last four digits of your Social Security number, (ii) a written statement of all grounds for your objection accompanied by any legal support, (iii) copies of any papers, briefs, or other documents upon which your objection is based, (iv) a list of all persons who will be called to testify in

THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ CAREFULLY

support of your objection; (v) a statement of whether you intend to appear at the Fairness Hearing, and if through counsel, contact information for all attorneys representing you who will appear at the Fairness Hearing; and (vi) a reference to *Joey L. Bowman, Sr., et al. v. Archer-Daniels-Midland Company*, Case No. 13-cv-00026-CRW-RAW. If you fail to timely send a written objection in the manner specified above, you shall be deemed to have waived any and all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement.

If you submit both a valid Claim Form and an objection, you will be deemed to have submitted the valid Claim Form, and not an objection.

The foregoing constitutes only a general summary of the benefits and terms of the Settlement, and any person with any interest in this Case is advised to read the Settlement Agreement for a complete statement of all the terms and conditions of the Settlement.

D. Contact Information

<u>Claims Administrator</u> (To send the Claim Form, Exclusion Request or Objection, or to seek info):	<u>Class Counsel</u> (To send an Exclusion Request or Objection, or to seek info):	<u>Counsel for Defendant ADM</u> (To send an Exclusion Request or Objection):	<u>The Clerk of the Court</u> <u>For sending an Objection Only:</u>
Rust Consulting, Inc. [] [] []	Dorothy A. O'Brien, Esq. Dorothy A. O'Brien, Attorney & Counselor at Law, PLC 2322 E. Kimberly Rd. Suite 100E Davenport, Iowa 52807 dao@emprights.com (563) 355-6060	Jonathan Lotsoff, Esq. Mary T. Weber, Esq. Sidley Austin LLP One South Dearborn St. Chicago, Illinois 60603	Clerk of the U.S. District Court for the Southern District of Iowa, Davenport Division Attn: <u>Bowman, et al. v. Archer- Daniels-Midland Co.</u> , Case No. 13-cv-00026-CRW-RAW 131 East 4th St., Suite 150 Davenport, Iowa 52801

FAIRNESS HEARING

At [TIME] on [DATE], 2014, a hearing will be held on the fairness of the proposed Settlement, including without limitation the proposed attorneys' fees and expenses for Class Counsel and the proposed special incentive payments for the Class Representatives (the "Fairness Hearing"). At the Fairness Hearing, the Court will be available to hear objections (but only by those who have timely and validly submitted an objection as discussed above) and arguments concerning the fairness of this proposed Settlement. The hearing will take place before the Honorable Judge Charles P. Wolle, United States District Court for the Southern District of Iowa, Davenport Division, 131 East 4th Street, Suite 150, Davenport, Iowa 52801. **YOU DO NOT HAVE TO ATTEND THIS HEARING, EVEN IF YOU CHOOSE TO SUBMIT AN OBJECTION. IF YOU TIMELY AND VALIDLY SUBMIT AN OBJECTION, YOU OR YOUR ATTORNEY MAY APPEAR AT THIS HEARING IF YOU SO CHOOSE.**

APPROVAL OF SETTLEMENT

If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the Case with prejudice. The Settlement, once effective, will then be binding on ADM and all the Clinton ADMC Hourly Employees as described above, except as to those Class Members who timely and validly request to be excluded from the Settlement. If the Settlement is not granted Final Approval,

THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ CAREFULLY

or if it is granted Final Approval but the judgment does not become final (i.e., if it is overturned on appeal), the Case will then proceed as though no proposed Settlement had been reached.

ADDITIONAL INFORMATION

Any questions you have about the matters contained in this Notice should NOT be made to the Court but should be directed to Class Counsel and/or the Claims Administrator (see Contact Information in Section D above). You may communicate with Class Counsel as your attorney in this Case, or you may, of course, seek the advice and guidance of your own separate attorney if you wish. The pleadings and other records in this Case including the Settlement Agreement may be examined and copied at any time during regular office hours at the Clerk's office of the United States District Court for the Southern District of Iowa, Davenport Division, 131 East 4th Street, Suite 150, Davenport, Iowa 52801. As noted, PLEASE DO NOT CONTACT THE COURT with questions about the Settlement or this Notice.

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

EXHIBIT C

**[[PROPOSED] ORDER PRELIMINARILY APPROVING PROPOSED
SETTLEMENT, SCHEDULING HEARING FOR FINAL APPROVAL OF
SETTLEMENT, AND APPROVING PROPOSED CLASS NOTICE]**

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION

JOEY L. BOWMAN, SR.; AARON W.)
EADS, MERLE S. LEAB, MICHAEL)
VARNER, KIRBY NASH, JOHN)
HANDY, on behalf of themselves and)
others similarly situated,)

Plaintiffs,)

v.)

ARCHER-DANIELS-MIDLAND)
COMPANY,)

Defendant.)

CASE NO. 3:13-cv-00026-CRW-RAW

**[PROPOSED] ORDER PRELIMINARILY APPROVING PROPOSED
SETTLEMENT, SCHEDULING HEARING FOR FINAL APPROVAL OF
SETTLEMENT, AND APPROVING PROPOSED CLASS NOTICE**

WHEREAS, the Parties have made application for an order preliminarily approving the settlement of this case as stated in the Confidential Settlement Agreement and Release of Claims, among the parties executed by the named Plaintiffs on March 20, 2014 and by Defendant on March 25, 2014 (“Agreement”), which, including the exhibits thereto, sets forth the terms and conditions for a proposed settlement of this case (the “Settlement”), and for dismissal of this case upon the terms and conditions set forth therein;

WHEREAS, the Court has read and considered the Agreement, the exhibits attached thereto, and the Parties’ Memorandum in Support of Joint Motion for Preliminary Approval of Settlement Agreement and Certification of the Settlement Classes (“Motion for Preliminary Approval”);

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court hereby preliminarily approves the Agreement and the Settlement set

forth therein as being a fair, reasonable, and adequate resolution of a *bona fide* dispute that provides substantial relief to the putative settlement collective and class and eliminates risk that both sides would face if the lawsuit continued to be litigated on the merits. The Agreement is the result of good-faith, intensive, arms-length negotiations between experienced attorneys who are familiar with class-action litigation in general and with the legal and factual issues of this case in particular, and was reached in a settlement conference before Magistrate Judge Ross A. Walters on January 15, 2014, after the parties engaged in discovery.

2. The Court has considered the parties' Motion for Preliminary Approval and finds that the proposed "opt-in" Fair Labor Standards Act ("FLSA") claim settlement collective is proper and should be certified for settlement purposes. Therefore, solely for purposes of the proposed Settlement, and subject to the Settlement becoming effective pursuant to the terms of the Agreement, the Court certifies an opt-in FLSA settlement collective, pursuant to 29 U.S.C. § 216(b), as follows:

The six named Plaintiffs (Joey L. Bowman, Sr., Aaron W. Eads, Merle S. Leab, Michael Varner, Kirby Nash, and John Handy), as Class Representatives; the 95 other current and former employees of Archer-Daniels-Midland Company ("ADM"), besides the named Plaintiffs, who worked in ADM's Construction department at its Clinton, Iowa plant ("Clinton ADMC") at any time during the period from February 21, 2010 until the date of this Order (the "Relevant FLSA Period") and who previously opted into Plaintiffs' FLSA claims following the Court's granting of their Motion for Conditional Certification (the "Opt-In Plaintiffs"); and the remaining current and former ADM employees who were employed by ADM in the Clinton ADMC at any time during the Relevant IWPCA Period (defined below) and who did *not* previously opt into Plaintiffs' FLSA claims ("Rule 23 Class Members"), but who elect to opt into the FLSA claims as part of the Settlement by timely returning a valid Claim Form in accordance with the Agreement ("Participating Rule 23 Class Members").

3. The Court also finds that the proposed "opt-out" settlement class with respect to Plaintiffs' Iowa Wage Payment Collection Act ("IWPCA") claim is proper and should be certified for settlement purposes. Therefore, solely for purposes of the proposed Settlement, and

subject to the Settlement becoming effective pursuant to the terms of the Agreement, the Court certifies an opt-out IWPCA settlement class, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), as follows:

The six named Plaintiffs, as Class Representatives; and all Rule 23 Class Members who were employed by ADM in the Clinton ADMC at any time during the period from February 21, 2011 until the date of this Order (the “Relevant IWPCA Period”), regardless of whether they become Participating Rule 23 Class Members (*i.e.*, those current and former ADM employees who were employed in the Clinton ADMC at any time during the Relevant IWPCA Period and who did *not* previously opt into Plaintiffs’ FLSA claims (83 individuals), regardless of whether they subsequently elect to do so under the Settlement by timely returning a valid Claim Form).

The Court specifically finds, for settlement purposes only, and subject to the Settlement becoming effective pursuant to the terms of the Agreement, that (i) the class is so numerous that joinder is impracticable; (ii) common questions of fact and law exist; (iii) the named Plaintiffs’ claims are typical of the class’s claims; and (iv) the Class Representatives will be able fairly and adequately to protect the interests of the class. In addition, for purposes of settlement only, and subject to the Settlement becoming effective pursuant to the terms of the Agreement, the Court finds that questions of law or fact common to the class predominate over questions affecting individual members, the class action is superior to other available methods, and certification for purposes of the Settlement is the best means for protecting the interests of all class members.

4. For settlement purposes only, the Court hereby approves Dorothy O’Brien, Attorney and Counselor at Law, P.L.C. as Class Counsel, and approves Joey L. Bowman, Sr., Aaron W. Eads, Merle S. Leab, Michael Varner, Kirby Nash, and John Handy as Class Representatives for both the opt-in FLSA settlement collective and the opt-out IWPCA settlement class, except as otherwise provided below in Section 12 of this Order.

5. The Court hereby appoints Rust Consulting, Inc. as the Claims Administrator within the meaning of the Agreement, and directs such Claims Administrator to issue Settlement

Notices and Claim Forms to members of the settlement collective and class consistent with the terms of the Agreement, and otherwise to discharge such Claims Administrator's duties and responsibilities as provided in the Agreement.

6. A hearing, for purposes of determining whether the settlement should be finally approved, shall be held before this Court on _____, 2014, at ____:00 .m., in Room ____ of the U.S. District Court for the Southern District of Iowa, 131 East 4th Street, Davenport, Iowa (the "Final Approval Hearing"). At the Final Approval Hearing, the Court will hear final arguments concerning whether the proposed Settlement on the terms and conditions provided for in the Agreement is fair, reasonable and adequate and should be approved by the Court. The Court also will hear at that time any timely objections properly submitted by Rule 23 Class Members. The Court also will consider Class Counsel's request for an award of attorneys' fees and costs and for incentive payments to be made to the Class Representatives.

7. The Court approves, as to form and content, the Notice to the Opt-In Plaintiffs, attached as Exhibit B-1 to the Agreement, and the Notice and Claim Form to the Rule 23 Class Members, attached as Exhibits B-2 and D to the Agreement, and finds that the distribution of these Notices and Claim Forms set forth in Section 9 of the Agreement: (1) meets the requirements of federal law and due process; (2) is the best notice practicable under the circumstances; and (3) shall constitute due and sufficient notice to all individuals entitled thereto.

8. Rule 23 Class Members are required to submit a Claim Form to participate in the Settlement and receive a monetary award as provided in, and subject to the terms of, the Agreement. Any Rule 23 Class Member who fails to do so will not receive any settlement payment, but will remain bound by the Settlement and the releases described in the Agreement (once finally approved and effective), except for Rule 23 Class Members who timely and validly

opt out of the Settlement (as described below).

9. Only Rule 23 Class Members shall have an opportunity to opt out of or object to the Settlement, as provided in this Order and the Agreement. Those Rule 23 Class Members who do not timely opt out of the Settlement shall be bound by all determinations and judgments in this case concerning the Settlement (once finally approved and effective), whether favorable or unfavorable to Rule 23 Class Members.

10. A Rule 23 Class Member who wishes to opt out of the Settlement and not participate in the Settlement must, within forty-five (45) calendar days after the date of mailing of such Rule 23 Class Member's Notice and Claim Form (except where another period is provided in the Agreement), submit a signed and dated written request for exclusion that complies with the Agreement, which must be postmarked and sent to the Claims Administrator as provided in the Agreement.

11. A Rule 23 Class Member who wishes to object to the terms of the Settlement must, within forty-five (45) calendar days after the date of mailing of such Rule 23 Class Member's Notice and Claim Form (except where another period is provided in the Agreement), do so in writing. Any such written objection must comply with the Agreement and be sent to the Claims Administrator, postmarked, and filed with the Clerk of the Court, in each case on or before the end of this forty-five (45) day period. No Rule 23 Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be entered thereon approving the same, or, if awarded, compensation for the Class Representatives or the attorneys' fees and costs awarded to Class Counsel, unless that person has timely submitted a valid written objection as required by the Agreement. Any Rule 23 Class Member who does not timely file and serve his or her objection in the manner

provided herein and in the Agreement shall be deemed to have waived any and all such objections and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Agreement, including without limitation any award of attorneys' fees and costs awarded to Class Counsel or any incentive payments to the Class Representatives, unless otherwise ordered by the Court. Rule 23 Class Members who have timely submitted valid written objections as provided herein and in the Agreement may appear at the Final Approval Hearing and show cause, if any, why: (1) the proposed Settlement of this case should or should not be approved as fair, reasonable, and adequate; (2) a judgment should or should not be entered thereon; (3) attorneys' fees should or should not be awarded to Class Counsel; and/or (4) the Class Representatives should or should not receive extra compensation in the form of incentive payments. Only timely filed and served objections shall be considered and ruled upon by the Court at the Final Approval Hearing.

12. Any Opt-in Plaintiff or Rule 23 Class Member may enter an appearance in this case, at his or her own expense, individually or through counsel of his or her own choice. Any Opt-in Plaintiff or Rule 23 Class Member who does not enter an appearance or opt out of the Settlement will be represented by Class Counsel.

13. Class Counsel shall file their petition for an award of attorneys' fees and for approval of incentive payments to the Class Representatives no later than ten (10) calendar days prior to the Final Approval Hearing.

14. All papers in support of the Settlement shall be filed no later than ten (10) calendar days prior to the Final Approval Hearing.

15. At the Final Approval Hearing, the Court shall determine whether the proposed Settlement and any application for an award of attorneys' fees or reimbursement of costs and for approval of incentive payments to be made to the Class Representatives shall be approved.

16. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

DATED: _____

CHARLES R. WOLLE
UNITED STATES DISTRICT COURT JUDGE

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

EXHIBIT D

[CLAIM FORM TO THE RULE 23 CLASS MEMBERS]

SETTLEMENT CLAIM FORM – INCLUDES OPT-IN CONSENT AND RELEASE

Joey L. Bowman, Sr., et al. v. Archer-Daniels-Midland Co., Case No. 13-cv-00026-CRW-RAW, United States District Court for the Southern District of Iowa, Davenport Division (the “Case”)

SEND CLAIM FORM TO THE FOLLOWING ADDRESS NO LATER THAN [MONTH, DAY], 2014

**Bowman Class Settlement Administrator
c/o [Settlement Administrator]
[Address To Be Inserted]**

I have carefully read the Notice of Settlement in the above Case, which I received with this Claim Form. By signing and submitting this Claim Form, I state that I wish to receive a settlement payment in the gross amount of \$715.75 (less required and authorized withholding) pursuant to the Settlement Agreement in the Case executed by the six named plaintiffs on March 20, 2014 and by the defendant on March 25, 2014. I understand that the Court must approve the Settlement in order for it to become final and effective. (As stated in the enclosed Notice of Settlement, this amount could increase if the Court does not approve certain amounts requested as attorneys’ fees and costs and/or as incentive payments for the services of the six named plaintiffs who are Class Representatives).

I also understand that, if the Court gives final approval to the Settlement Agreement and it becomes effective, then unless I timely submit a valid request for exclusion (or “opt-out”) from the Settlement as explained in the Notice accompanying this Claim Form (in which case I will not receive any settlement payment), I will be bound by the Settlement and the Settlement Agreement regardless of whether I submit this Claim Form and receive a settlement payment.

Among other things, the Settlement Agreement provides that I (on my own behalf and on behalf of my successors, assigns, agents, heirs and attorneys) fully, finally, and forever settle, release, waive and covenant not to sue for any and all claims, rights, demands, liabilities and causes of action against or with respect to Archer-Daniels-Midland Company and its respective parents, divisions, subsidiaries, partnerships, affiliates, or other related entities (whether or not wholly owned), and their respective past, present, and future trustees, fiduciaries, shareholders, administrators, directors, officers, agents, partners, members, principals, employees, insurers and attorneys, and the respective predecessors, successors, and assigns of each of them, of every nature and description, whether known or unknown, suspected or unsuspected, contingent or non-contingent, in existence or arising at any time on or prior to the date of final approval of the Settlement that were or could have been asserted in, or that arise from or relate to the claims asserted in, the Case (collectively, “Claims”), including without limitation all statutory, constitutional, contractual or common law Claims for alleged unpaid overtime wages, regular wages, other wages, damages, negligent or intentional conduct, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution and equitable relief, or other relief, further including without limitation all Claims under the Iowa Wage Payment Collection Act, Iowa Code § 91A (“IWPCA”).

I also agree that, if the Court gives final approval to the Settlement and it becomes effective, I hereby opt into the claims in Count I of the Amended Complaint in the Case under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), and I also hereby (on my own behalf and on behalf of my successors, assigns, agents, heirs and attorneys) fully, finally, and forever settle, release, waive and covenant not to sue for any and all Claims arising under the FLSA (in addition to the above release). These releases do not release claims of alleged retaliation (if any) under the FLSA or the IWPCA that arise after (but not on or before) the date the Settlement Agreement has been signed by all parties.

Sign Name: _____ Date: _____

Print Name: _____ Address: _____

Daytime telephone no.: () - _____ Last 4 digits of Social Security Number: _____

THIS CLAIM FORM MUST BE RECEIVED BY THE BOWMAN CLASS SETTLEMENT ADMINISTRATOR ABOVE ON OR BEFORE [MONTH, DAY], 2014 TO OBTAIN YOUR SHARE OF THE SETTLEMENT

**Confidential For Settlement Purposes Only
Subject to FRE 408 and Analogous State Laws
Not Admissible For Any Purpose**

EXHIBIT E

**[[PROPOSED] ORDER GRANTING FINAL APPROVAL
OF SETTLEMENT AND DISMISSING CASE WITH PREJUDICE]**

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION**

JOEY L. BOWMAN, SR.; AARON W.)	
EADS, MERLE S. LEAB, MICHAEL)	
VARNER, KIRBY NASH, JOHN)	
HANDY, on behalf of themselves and)	
others similarly situated,)	
)	CASE NO. 3:13-cv-00026-CRW-RAW
Plaintiffs,)	
)	
v.)	
)	
ARCHER-DANIELS-MIDLAND)	
COMPANY,)	
)	
Defendant.)	

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF
SETTLEMENT AND DISMISSING CASE WITH PREJUDICE**

The Parties, Joey L. Bowman, Sr., Aaron W. Eads, Merle S. Leab, Michael Varner, Kirby Nash, and John Handy (“Named Plaintiffs”) and Archer-Daniels-Midland Company (“ADM” or “Defendant”), having appeared before the Court on _____, 2014, at ____:00 .m., in Room ___ of the U.S. District Court for the Southern District of Iowa, 131 East 4th Street, Davenport, Iowa for a Hearing on Final Approval of the settlement as set forth in the Confidential Settlement Agreement and Release of Claims among the Parties executed on March 20, 2014 by the named Plaintiffs and March 25, 2014 by Defendant (attached as Exhibit 1 to the Memorandum in Support of the Joint Motion for Preliminary Approval of Settlement Agreement and Certification of the Settlement Classes filed on March 25, 2014) (the “Agreement”), which, including the exhibits thereto, sets forth the terms and conditions for the settlement in the above-captioned matter (“Settlement”), the Court having reviewed the Joint Motion for Final Approval of Settlement and Dismissing the Case With Prejudice and other related materials submitted by the Parties, as well as the Parties’ presentation at the Hearing on Final Approval, and otherwise

being fully informed in the premises:

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The definitions in the Agreement and all terms defined therein are hereby adopted and incorporated into this Order Granting Final Approval of Settlement and Dismissing Case With Prejudice (“Final Approval Order”).

2. This Court has jurisdiction over the subject matter of this action and over all Parties to this action pursuant to 28 U.S.C. § 1332(d)(2), including all members of the Settlement Classes (defined below) previously certified for settlement purposes only by Order dated _____, 2014, Dkt. No. ____ (the “Preliminary Approval Order”). The Court hereby reconfirms its prior certification, for settlement purposes only, of the Settlement Classes defined as follows:

a. Opt-in FLSA Settlement Collective: An opt-in settlement collective, pursuant to 29 U.S.C. § 216(b), with respect to Plaintiffs’ Fair Labor Standards Act (“FLSA”) claims, comprised of the six Named Plaintiffs, as Class Representatives; the 95 other current and former employees of ADM, besides the Named Plaintiffs, who worked in ADM’s Construction department at its Clinton, Iowa plant (“Clinton ADMC”) at any time during the period from February 21, 2010 until the date of the Preliminary Approval Order (the “Relevant FLSA Period”) and who previously opted into Plaintiffs’ FLSA claims following the Court’s granting of their Motion for Conditional Certification (the “Opt-In Plaintiffs”); and the remaining current and former ADM employees who were employed in the Clinton ADMC at any time during the Relevant IWPCA Period (defined below) and who did not previously opt into Plaintiffs’ FLSA claims (“Rule 23 Class Members”), but who elected to opt into the FLSA claims as part of the Settlement by timely returning a valid Claim Form in accordance with the Agreement

(“Participating Rule 23 Class Members”) (collectively, the “Opt-In Settlement Collective”); and

b. Opt-Out Rule 23 Settlement Class: A settlement class, pursuant to Fed. R. Civ. P. (“Rule”) 23(a) and 23(b)(3), with respect to Plaintiffs’ Iowa Wage Payment Collection Act (“IWPCA”) claims, comprised of the Named Plaintiffs, as Class Representatives; and all Rule 23 Class Members who were employed by ADM in the Clinton ADMC at any time during the period from February 21, 2011 until the date of the Preliminary Approval Order (the “Relevant IWPCA Period”), regardless of whether they become Participating Rule 23 Class Members (i.e., those current and former ADM employees who were employed in the Clinton ADMC at any time during the Relevant IWPCA Period and who did not previously opt into Plaintiffs’ FLSA claims (83 individuals), regardless of whether they subsequently elected to do so under the Settlement by timely returning a valid Claim Form) (collectively, the “Opt-Out Settlement Class” and, together with the “Opt-In Settlement Collective,” the “Settlement Classes”).

3. The Court hereby grants final approval to the Agreement and the Settlement as set forth in the Agreement (including all terms and conditions therein) in their entirety. Without limiting the generality of the foregoing, the Court hereby approves, orders, and incorporates herein in full the releases, waivers, covenants not to sue and settlements of claims by the Named Plaintiffs and all other Class Members with respect to the Released Parties set forth in, and all other provisions of, Sections 6 and 7 of the Agreement, as well as the releases in Section 15 of the Agreement, all of which are and shall be fully enforceable in accordance with their respective terms.

4. The Court finds that the Opt-In Notice and the Class Notice (including the Claim Form for the Rule 23 Class Members), and the distribution thereof carried out by the Claims

Administrator, complied with the Court's Preliminary Approval Order and with all applicable requirements of law, including without limitation Rule 23 (which does not apply to the Opt-In Notice or to the distribution thereof, but which the Opt-In Notice and distribution thereof would satisfy nonetheless, as set forth below) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and due and sufficient notice to all persons entitled to notice of the Settlement. Specifically, and without limitation, the Court finds that the Class Notice for Rule 23 Class Members adequately and appropriately described the nature of the action; the definition of the Opt-Out Settlement Class; the class-wide claims at issue; the options available to the Rule 23 Class Members, including without limitation their right to object to or opt out of the Settlement and to appear through their own attorney; the Settlement benefits available to them; and the binding effect of a class-wide judgment.

See Fed. R. Civ. P. 23(c)(2)(B).

5. The Court finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, were complied with in this case. The Court finds that notice was provided to the Attorney General of Iowa, the Attorney General of Illinois, and the United States Attorney General, alerting them of the Settlement.

6. The Court finds that the Settlement is within the range of reasonableness necessary for final approval by the Court, especially when balanced against the additional costs and risks that both sides would face if this lawsuit continued to be litigated on the merits. The Court finds that the parties thoroughly investigated and researched this case, including without limitation by engaging in discovery, such that counsel for the Parties at this time are reasonably able to evaluate their respective positions. Likewise, the Court finds that the Settlement was reached as a result of vigorous arms-length negotiations between experienced counsel assisted by

Magistrate Judge Ross A. Walters. Finally, the litigation has progressed to a stage where the Parties could evaluate the merits of the case, potential damages, and the possibility of future litigation, and thus warrants approval of the Settlement. As such, the Court finds that the Settlement is a fair, adequate, and reasonable resolution of a bona fide dispute and is in the best interest of all Named Plaintiffs and Class Members.

7. Without limiting the generality of the foregoing, the Court further finds that the gross Settlement Amount of \$325,000.00 per the Agreement is a fair, reasonable, and adequate settlement of this case and all claims released and settled in the Agreement. For avoidance of doubt, as provided in the Agreement and subject to the terms thereof, the Settlement Amount consists only of the Attorneys' Fees and Costs to be paid to Class Counsel, the Incentive Payments to be paid to the Named Plaintiffs, and the Net Settlement Amount available for Settlement Payments to the Settlement Participants (which Net Settlement Amount excludes the Attorneys' Fees and Costs and the Incentive Payments). The Court finds that the allocation of approximately seventy-two percent (72%) of the Net Settlement Amount (\$152,759.46) for Settlement Payments to the Named Plaintiffs and Opt-In Plaintiffs, and approximately twenty-eight percent (28%) of the Net Settlement Amount (\$59,407.25) for Settlement Payments to Participating Rule 23 Class Members, is fair, reasonable and adequate, especially in light of the Named Plaintiffs' and the Opt-In Plaintiffs' longer period of eligibility to recover allegedly unpaid wages by virtue of having previously opted into the FLSA claims in this action, and their expression of interest in prosecuting their claims. Any Settlement Payments shall be made from the Qualified Settlement Fund and shall not increase or be in addition to the Settlement Amount. Nothing in this Final Approval Order shall function to increase the Settlement Amount or otherwise amend the Agreement.

8. The Court finds that the Named Plaintiffs, in prosecuting the case as Class Representatives on behalf of the Settlement Classes, made a substantial contribution to its outcome, and are therefore deserving of incentive payments in recognition for their effort. The following gross Incentive Payments are therefore approved for the Named Plaintiffs (to be reduced by employee payroll taxes): \$2,000 for Mr. Leab; and \$500 each for Mr. Bowman, Mr. Eads, Mr. Handy, Mr. Varner and Mr. Nash. These amounts are fair and reasonable for the service performed by the Named Plaintiffs on behalf of the Class Members and as part of the consideration for their executing a General Release as set forth in Section 7 of the Agreement. Payment of the Incentive Payments shall be made from the Qualified Settlement Fund and shall not increase or be in addition to the Settlement Amount.

9. The Court approves as fair and reasonable the amount of \$108,333.29 for attorneys' fees, costs and expenses requested by Class Counsel, Dorothy A. O'Brien, Attorney & Counselor at Law, PLC (which, for avoidance of doubt, shall constitute the Attorneys' Fees and Costs within the meaning of the Agreement), to be paid to Class Counsel for the services that Class Counsel has rendered and will render, and costs and expenses that Class Counsel has incurred and will incur, in connection with the prosecution and settlement of this case. Payment of such Attorneys' Fees and Costs shall be made from the Qualified Settlement Fund and shall not increase or be in addition to the Settlement Amount. The Court finds that this amount, which equals approximately one-third (33.33%) of the Settlement Amount, is fair and reasonable in light of the number of hours expended, expenses incurred, and results achieved by Class Counsel. The Court also finds that no other attorney(s) (if any) with respect to any member of the Settlement Classes has made any claim for, or in any event would be entitled to, any amount of attorneys' fees, costs, expenses or others amounts with respect to this case or the Settlement

thereof, and that ADM and the other Released Parties shall not be required to pay any such amounts to any person under any circumstances.

10. The Court reconfirms its appointment of Rust Consulting, Inc. as the Claims Administrator (as that term is defined in the Agreement). The Court directs Rust Consulting, Inc. to perform the remaining duties and responsibilities of the Claims Administrator as set forth in the Agreement. Upon completion of the administration of the Settlement, the Claims Administrator will provide written certification of such completion to the Court and counsel for the Parties. The costs of the Claims Administrator's services shall separately be paid by ADM, and not out of the Settlement Amount.

11. The Court orders that, as of the Effective Date of the Settlement, each and every Rule 23 Class Member who did not properly seek exclusion from the Settlement pursuant to the terms of the Agreement, each and every Named Plaintiff, and each and every Opt-In Plaintiff is hereby forever barred and permanently enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action against any of the Released Parties with respect to the claims released by operation of this Final Approval Order and Sections 6 and 15 of the Agreement. In addition, as of the Effective Date of the Settlement, the Named Plaintiffs are hereby forever barred and permanently enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining or consenting to any action against any of the Released Parties with respect to the claims released by operation of this Final Approval Order and the General Release as set forth in Section 7 of the Agreement.

12. Neither the Settlement, the Agreement, nor any exhibit, document, or instrument delivered thereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of the Settlement, shall be admissible in evidence for

any purpose except as and to the extent provided in the Agreement.

13. This Final Approval Order constitutes a final judgment pursuant to Federal Rule of Civil Procedure 54(a). Alternatively, the Court finds that there is no just reason for the delay and this Final Approval Order is a final judgment pursuant to Federal Rule of Civil Procedure 54(b). This case is hereby dismissed in its entirety with prejudice. This Court retains jurisdiction solely for the purpose of interpreting, implementing, and enforcing the Agreement consistent with its terms.

ORDERED this ____ day of _____, 2014 in Davenport, Iowa.

CHARLES R. WOLLE
UNITED STATES DISTRICT COURT JUDGE