Caption in Compliance with D.N.J. LBR 9004-1(b)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
In re: Del Monte Foods Corporation II Inc., *et al.*,[5] Debtors.	Chapter 11 Case No. 25-16984 (MBK) (Jointly Administered)

Order Filed on March 3, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

STIPULATION AND CONSENT ORDER (I) APPROVING AND AUTHORIZIGN THE DEBTORS' ENTRY INTO THE UNION AGREEMENT RELATED TO THE MODESTO PLANT AND HUGHSON FACILITY AND (B) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through seven (7), is **ORDERED**.

DATED: March 3, 2026

Honorable Michael B. Kaplan
United States Bankruptcy Judge

[5] The last four digits of Debtor Del Monte Foods Corporation II Inc.'s tax identification number are 1894. A complete list of the Debtors in these Chapter 11 Cases and their respective tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent, at https://cases.stretto.com/DelMonteFoods. The location of the Debtor Del Monte Foods Corporation II Inc.'s principal place of business and the Debtors' service address is 205 North Wiget Lane, Walnut Creek, California 94598.

Caption in Compliance with D.N.J. LBR 9004-1(b)

HERBERT SMITH FREEHILLS KRAMER (US) LLP
Adam C. Rogoff (admitted *pro hac vice*)
Rachael L. Ringer (admitted *pro hac vice*)
Megan M. Wasson (admitted *pro hac vice*)
Ashland J. Bernard (admitted *pro hac vice*)
1177 Avenue of the Americas
New York, New York 10036
Telephone: (212) 715-9100
E-mail: Adam.Rogoff@HSFKramer.com
Rachael.Ringer@HSFKramer.com
Megan.Wasson@HSFKramer.com
Ashland.Bernard@HSFKramer.com

COLE SCHOTZ P.C.
Michael D. Sirota
David M. Bass
Felice R. Yudkin
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
Email: msirota@coleschotz.com
dbass@coleschotz.com
fyudkin@coleschotz.com

Co-Counsel to the Debtors and
Debtors in Possession

Upon consideration of the application (the "**Application**"), pursuant to D.N.J. LBR 9019-4(b), seeking the approval and entry of this stipulation and consent order (the "**Stipulated Order**") by and among the above-captioned debtors and debtors in possessions (collectively, the "**Debtors**") and the General Teamsters, Warehouse, Cannery Workers and Helpers Unions Local 948, Modesto, California a/w The International Brotherhood of Teamsters (the "**Union**" and together with the Debtors, the "**Parties**") (i) approving and authorizing the Debtors' entry into the union agreement related to the Modesto Plant and Hughson Facility, a copy of which is attached hereto as Exhibit 1 (the "**Union Agreement**"), and (ii) granting related relief, all as more fully set forth in the Application; and this Court having found that it has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334, and the *Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey*, entered July 23, 1984, and amended June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and this matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. §157(b); and this Court having found that no other or further notice is required or necessary under the circumstances; and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and in support of this Stipulated Order, the Parties having agreed as follows:

1. The Debtors and the Union are party to that certain CBA[6] in connection with the Modesto Plant and Hughson Facility.

[6] Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Application.

2. In connection with the wind-down of the Facilities, the Parties have reached an agreement on the terms of a consensual wind-down of the Facilities and the continued cooperation of the Unionized Employees during the wind-down period on the terms set forth in the Union Agreement and this Stipulated Order.

3. This Stipulated Order is the joint work product of the Parties, and that, accordingly, in the event of ambiguities, no inferences shall be drawn against any Party on the basis of authorship of this Stipulated Order.

After due deliberation thereon and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The foregoing statements are incorporated herein by reference.

2. The Union Agreement is hereby approved, and the Debtors are authorized to enter into and perform under the Union Agreement and perform, execute, and deliver all documents, and take all actions, necessary to immediately continue and fully implement the Union Agreement in accordance with the terms, conditions, and agreements set forth or provided for therein.

3. Nothing herein shall be deemed to authorize the payment of any amounts that violate or implicate section 503(c) of the Bankruptcy Code, except upon further order of this Court.

4. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "**DIP Order**"). To the

extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

5. Nothing contained in the Application or this Stipulated Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Stipulated Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', the Official Committee of Unsecured Creditors (the "**Committee**")'s, or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Application or this Stipulated Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors, the Committee, or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

6. The terms and provisions contained within this Stipulated Order shall (a) be binding on the Parties and on any later appointed Chapter 11 trustee, Chapter 7 trustee, examiner, committee, plan administrator, and all other fiduciaries of the Debtors and/or their bankruptcy

estates, and (b) survive and be binding notwithstanding any conversion or dismissal of any of the Debtors' Chapter 11 cases.

7. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Stipulated Order shall be immediately effective and enforceable upon entry hereof.

8. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulated Order.

[Signature Page Follows]

Dated: February 23, 2026

/s/ Michael D. Sirota

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
David M. Bass, Esq.
Felice R. Yudkin, Esq.
Andreas D. Milliaressis, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
Email: msirota@coleschotz.com
dbass@coleschotz.com
fyudkin@coleschotz.com
amilliaressis@coleschotz.com

and

HERBERT SMITH FREEHILLS KRAMER (US) LLP
Adam C. Rogoff, Esq. (admitted *pro hac vice*)
Rachael L. Ringer, Esq. (admitted *pro hac vice*)
Megan M. Wasson, Esq. (admitted *pro hac vice*)
Ashland J. Bernard, Esq. (admitted *pro hac vice*)
1177 Avenue of the Americas
New York, New York 10036
Telephone: (212) 715-9100
E-mail: Adam.Rogoff@HSFKramer.com
Rachael.Ringer@HSFKramer.com
Megan.Wasson@HSFKramer.com
Ashland.Bernard@HSFKramer.com

Co-Counsel for Debtors and Debtors in Possession

/s/ Tim Parolini

Tim Parolini Teamsters Local 948
Secretary Treasurer
2354 W. Whitendale Ave
Visalia Ca, 93277

Exhibit 1

Union Agreement

SHUTDOWN AGREEMENT

This Shutdown Agreement ("Agreement") is made between Del Monte Foods, Inc. (Modesto Plant and the Hughson facility) ("Company") and General Teamsters, Warehouse, Cannery Workers and Helpers Unions Local 948, Modesto, California a/w The International Brotherhood of Teamsters ("Union").

Recitals

The Union currently represents certain employees at the Company's Hughson facility ("Hughson") and the Modesto Plant in Modesto, California ("Modesto Plant")(collectively "Modesto and Hughson"), as described in the July 1, 2021 – June 30, 2027 collective bargaining agreement between the Company and the Union ("CBA").

The Company is closing its Hughson and Modesto Plant locations consistent with the CBA and applicable law. Operations at the Hughson and the Modesto Plant presently are expected to begin winding down on or about April 7, 2026, with final Union bargaining unit employees separated from employment upon the completion of shipping and inventory draw down that presently is projected to be complete on or around ____, 2026. The terms and conditions of this Agreement apply to employees in the Union bargaining unit employed at the Modesto Plant or Hughson on the date of this Agreement (whether actively employed, seasonals that meet the criteria under 2.A below, or on layoff or leave), as well as to any future bargaining unit hires at the Modesto Plant or Hughson. The Union acknowledges that the Company has provided the Union and bargaining unit employees with sufficient advance notification of the Modesto Plant and Hughson facility closures, in compliance with any and all applicable legal and contractual obligations related to such notice. The Company and the Union desire an orderly winding down and cessation of operations.

The Company and the Union further acknowledge and agree that they have negotiated over all relevant aspects of the shutdown and have in all respects mutually engaged in and completed good-faith bargaining. The parties have reached a final agreement regarding such subjects, and for good and sufficient consideration agree as follows:

Terms

1. PLANT SHUTDOWN AND TERMINATION OF THE CBA.

A. The CBA shall remain in full force and effect until the last employee covered by the CBA has been separated from employment with the Company (as defined below in Section 6.B.), at which time the CBA shall immediately terminate (the "Official Release Date"). Effective upon such termination, all obligations the Company may have under the CBA, including any letter(s) of understanding or side agreement(s), shall forever and permanently cease, unless otherwise provided for in this Agreement.

B. The Union and the employees represented by the Union agree to cooperate with the Company and to use their best efforts to facilitate an orderly winding down and closing of the Modesto Plant and Hughson facility, including, but not limited to, any continued labeling or production, the shipping and movement of inventory, maintaining security of the locations property and equipment, dismantling and removing equipment and materials, ensuring employee reliability, and maintaining appropriate workplace conduct. In this regard, employees shall report to work as required without any deterioration in individual attendance rates, adherence to Company policies and procedures, safety, quality of work, productivity against standards or delivery against customer and Company expectations. However, the company shall continue to follow the principle of seniority and qualifications as much as feasible, although it can make interim assignments to avoid delay in operations. Any absences not of a medical nature must be requested in accordance with the Company's regular attendance policy. An employee's failure to satisfy his or her obligations set forth in this Section 1.B. shall constitute just cause for termination of employment.

C. Reactivation of CBA: If prior to June 30, 2027, the Company locates and re-commences processing, labeling, reman and/or warehouse operations at the Modesto Plant and hires employees in jobs substantially similar to those in the current CBA bargaining unit, the current CBA shall be considered reactivated in accordance with its current terms on a "going forward" basis and the terms of this Agreement until its expiration on June 30, 2027, provided that all legal requirements for recognition of the Union as bargaining representative in the current bargaining unit are met at that time. Any employees permanently separated from employment consistent with this Agreement shall not have recall rights under the reactivated CBA.

D. Continuing Operations: Between the effective date of this Agreement and final closure of the facilities, the Company intends to continue running select operations as business needs require and as much as staffing allows. If there is an absence that drops staffing below the minimum operational level, the Company reserves the right to halt operations until appropriate staffing levels are reached. The Company will not be required to use strict application of seniority to fill day-to-day vacancies caused by call outs, or when re-staffing due to equipment failure, maintenance, lack of materials, and the like. In filling vacant jobs, the Company will not be required to follow the job posting process or adhere to the 21-day limitation. The Company will also have the discretion to schedule employees based on Company preference of seniority or qualifications to ensure that safety, quality and production are optimized. However, the company shall continue to follow the principle of seniority and qualifications as much as feasible, although it can make interim assignments to avoid delay in operations. As of the Effective Date of this agreement, the Letter of Understanding, dated October 24, 2022, related to the use of outside subcontractors shall not apply.

2. PAYMENTS AND OTHER BENEFITS

A. Severance Pay: Each employee eligible for a severance payment pursuant to Section 16 of the CBA will receive such payment promptly after their employment termination. No Regular Employment status employee who is actively employed at the time of separation shall receive less than 40 hours of severance regardless of their length of service. All accrued and unused Vacation, Sabbatical and Transitional Sabbatical shall be paid out upon separation from the Company. For avoidance of doubt, vacation accruals will be paid out for 2026 only, and Seasonal employees will not receive severance except as outlined below.

Additionally, as consideration for the Union's promises and covenants in this Agreement, and in order to effectively continue operations after February 2026, each Full Time Regular employee represented by the Union as of the effective date of this Agreement who remains employed by the Company and works until separated from their employment by the Company due to facility closure will receive a monthly retention bonus of $500 for each completed month of work. Seasonal employees who have worked the previous five (5) or more consecutive seasons and have worked a minimum of 300 hours during the 2025 Fresh Pack shall receive a lump sum severance payment of $500.

Each employee's enhanced severance payment will be made **if and only if** the Union enters into the release described in Section 6,B, of this Agreement and the employee signs, returns, and where applicable does not revoke a release as described in Section 6.B. of this Agreement. All of the employee's severance pay will be forfeited or they otherwise will not be eligible for severance pay if he or she is discharged for just cause. Union dues will not be deducted from any of the severance payments described in Section 16 of the CBA or this Agreement, but appropriate tax withholdings and deductions will be made.

B. Letter of Service: Each employee represented by the Union who is separated from employment because of the closing of the Modesto Plant may request to receive a letter from the Company specifying his or her job title and dates of employment and stating that he or she was permanently separated from employment with the Company as a result of the closing of Hughson and the Modesto Plant.

C. Outplacement, Counseling and Training: The Company and the Union will work in conjunction with State, Local and Community agencies/resources to provide available outplacement counseling and job search skills training as well as other programs/services as needed. The Company and the Union will jointly sponsor hiring events for full-time employees and hiring events for seasonal employees at a time and place that is mutually agreed upon by both parties. The Company agrees that they will notify the seasonal employees when the hiring events are scheduled.

3. SETTLEMENT OF GRIEVANCES

A. All grievances and arbitrations pending on the date of this Agreement are fully and finally resolved with prejudice.

- [insert outstanding grievances]

B. Any disputes about the interpretation or application of this Agreement are to be addressed exclusively through the dispute resolution procedure described in Section 5 of this Agreement.

4. UNION DUES

A. The Company and Union agree that they will set up a meeting with appropriate personnel to ensure that Union dues are collected and submitted

to the Union in a timely manner as outlined in the Collective Bargaining Agreement.

5. DISPUTE RESOLUTION

B. The grievance and arbitration provisions of the CBA shall not be applicable to disputes arising under or with respect to the interpretation or application of this Agreement. Rather, the following procedure will be utilized: Any alleged violation of this Agreement will be subject to final and binding arbitration. If the parties cannot agree upon the selection of an arbitrator within 10 calendar days after a claim is made to the other party, then either party may request the Federal Mediation and Conciliation Service ("FMCS") to furnish to the Company and the Union a list of seven (7) qualified and impartial arbitrators on an FMCS subregional panel who are members of the National Academy of Arbitrators within five (5) business days. Within 10 calendar days of receipt of that list, the arbitrator shall be selected by each party alternatively striking a name from the list until only one (1) name remains, with the Union striking first. The Union and the Company each may strike one list in its entirety and request a new list. The arbitrator whose name remains shall hear the grievance. The costs of the arbitrator, the room(s) used for the hearing, a stenographer/transcript for the arbitrator (unless the parties mutually agree not to have a transcript for the arbitrator), and other miscellaneous costs directly relating to the hearing, shall be shared equally by the parties. Each party, otherwise, shall bear its own arbitration expenses. If a party refuses to pay for its own transcript, it shall not be privy to such transcript. The arbitrator shall not have the right to add to, subtract from, or change the terms of this Agreement.

6. GENERAL RELEASES

A. The Union acknowledges that, as of the effective date of this Agreement, there are no outstanding, unresolved violations of the CBA, the National Labor Relations Act as amended, the Worker Adjustment and Retraining Notification Act, or any other law or contract related to the Company's employees at the Hughson facility or Modesto Plant that may be pursued by the Union or any of its affiliated labor organizations or its' and their agents or representatives against the Company or any of the Company's affiliates or related companies, or any of their officers, directors, shareholders, owners, employees, agents, representatives, successors, assigns, counsel, benefit plans, benefit plan administrators, trustees, fiduciaries, or insurers.

B. For any employee to receive any of the pay or other benefits described in Section 2 of this Agreement: (i) the Union will both enter into the release in the form set forth in Exhibit A as part of entering into this Agreement, and also covenants that upon the termination of the CBA, it must sign and return to the Company an updated release in the form set forth in Exhibit A; and (ii) the employee must sign, return, and where applicable not revoke a release in the form set forth in Exhibit B **after** that employee has been separated from their employment with the Company. An employee is permanently separated from their employment with the Company when they have been notified of employment separation resulting from the winding down and closure of Hughson and the Modesto Plant. The recall rights under the CBA for permanently separated employees are extinguished and no longer in effect.

C. The Union acknowledges that this Agreement is not an admission of any wrongdoing by the Company or any other person or entity.

7. MISCELLANEOUS

A. The Union acknowledges that it and the bargaining unit employees have received timely notice of the Hughson facility and Modesto Plant closures consistent with the federal Worker Adjustment and Retraining Notification ("WARN") Act and the California WARN Act.

B. Except as provided in Section 2, terminated employees will not be entitled to any other pay or benefits from the Company (or any of its parent entities, subsidiaries, affiliates or any of its or their predecessors or successors), including, but not limited to, any health or medical, life insurance, retirement, welfare, layoff, severance or termination benefits, plans, policies or programs of any kind, or protection plan benefits, on or following their Official Release Date, under this Agreement, the CBA, or otherwise, as a result of, or following, their termination of employment or permanent lay off whether or not on account of the Modesto Plant closure.

C. This Agreement sets forth the entire agreement and understanding between the Company and the Union regarding the subjects contained herein. The parties acknowledge that in entering into this agreement, they have not relied upon any alleged promise or representation by the other party not specifically and expressly contained herein. To the extent that the terms of this Agreement are in conflict with the CBA, this Agreement shall prevail. This Agreement may be modified or amended only by a writing signed by authorized representatives of both parties.

D. The Union warrants that its representative who executes this Agreement was authorized to do so and had the authority, under the Union's constitution and by-laws and/or any other applicable rules, to enter into this Agreement. The Company warrants that its representative who executes this Agreement also was authorized to do so on behalf of the Company.

E. Should any portion of this Agreement be found by a court or an agency of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

F. This Agreement is effective as of the date on which it is executed by authorized representatives of both the Company and the Union signing below.

Del Monte Foods Corporation II Inc.

By_____

Title_____

Date_____

General Teamsters, Warehouse, Cannery Workers and Helpers Unions Local 948

By_____

Title_____

Date_____

Exhibit A

GENERAL RELEASE FROM UNION

As part of the Shutdown Agreement between Del Monte Foods Corporation II Inc., successor in interest to Del Monte Foods, Inc. ("Company") and General Teamsters, Warehouse, Cannery Workers and Helpers Unions Local 948 ("Union"), and as a condition precedent to the Company's performance of its obligations under the Shutdown Agreement, and in consideration of the Shutdown Agreement (including any payments and benefits thereunder), the Union, on behalf of itself and all of its affiliated labor organizations and current and former represented employees, hereby waives, releases and discharges the Company and all of its and of current and former parents, subsidiaries, affiliates and related entities, as well as all the foregoing entities' officers, directors, shareholders, owners, employees, agents, representatives, predecessors, successors, assigns, attorneys, Company sponsored benefit plans, Company sponsored benefit plan administrators, trustees, fiduciaries, and insurers (collectively, the "Releasees") from all obligations, causes of action, claims (whether known or unknown) that the Union or its affiliated labor organizations may have standing to pursue, arising on or before the date this Release is executed, and arising out of or in any way related to the aforementioned employees' employment with the Company, including but not limited to any claims for breach of, or with respect to the a collective bargaining agreement or other contract or agreement between the Union and the Company or any of the Releasees and any claims for violations of the National Labor Relations Act, the Labor Management Relations Act, the Labor Management Reporting and Disclosure Act, the Worker Adjustment and Retraining Notification ("WARN") Act, the California WARN Act, any claims arising out of the Hughson facility or Modesto Plant closure and the effect on employees at the Hughson facility or Modesto Plant, the employment or other relationship, termination of employment, the Union's status as exclusive representative of employees, the CBA and any claims related to any other agreement, Company benefit, plan or obligation of the Company or the Releasees, including any obligation of the Releasees under the Bankruptcy Code or any other law to the extent permitted by law. Should any portion of this release be invalidated or modified by a competent adjudicator, the remainder will remain in effect.

By: _____

Date: _____

Exhibit B

GENERAL RELEASE FROM INDIVIDUAL EMPLOYEE

_____ ("Employee") was permanently separated from employment with Del Monte Foods Corporation II Inc., successor in interest to Del Monte Foods, Inc. ("Company") on _____, 2026. In exchange for the extra consideration payable to Employee as provided for in Section 2 of the Shutdown Agreement between Company and General Teamsters, Warehouse, Cannery Workers and Helpers Unions Local 948, Modesto , California a/w The International Brotherhood of Teamsters ("Union"), which Employee agrees is good and valuable consideration to which they otherwise are not entitled, Employee agrees as follows:

1. **General Release.** Employee, for and on behalf of him/herself and his/her spouse, dependents, heirs, descendants, successors and assigns hereby:

   a. waives, releases and discharges the Company and all of its and their parents, subsidiaries, affiliates and related entities, as well as all the foregoing entities' officers, directors, shareholders, owners, employees, agents, representatives, predecessors, successors, assigns, attorneys, benefit plans, benefit plan administrators, trustees, fiduciaries, and insurers, as well as the Union and its affiliates and officials (collectively, "the Releasees"), from all claims (whether known or unknown) arising on or before the date this Release is signed and arising out of or in any way related to Employee's employment or termination of employment. This general release includes, but is not limited to (to the extent permitted by law): (i) all claims arising under any federal, state or local statute, code, ordinance, regulation, executive order or other similar law; (ii) all tort claims; (iii) all breach of contract claims; (iv) all other common law claims; (v) all claims for litigation costs, expenses or attorney's fees; (v) the federal Worker Adjustment and Retraining Notification ("WARN") Act and the California WARN Act; and (vi) all other claims that may entitle Employee to any form of payment or equitable relief. In addition, you waive all rights under California Civil Code § 1542 which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

   b. **Exclusions.** Nothing in this Agreement restricts Employee's rights with respect to claims or disputes that arise after the date you sign this Agreement or the factual basis thereof, including but not limited to: claims for breach of this Agreement; and claims that cannot legally be waived, such as for unemployment or worker's compensation benefits. Nothing in any part of this Agreement limits Employee's rights to: (i) file a charge or complaint with any administrative agency, such as the U.S. Equal Employment Opportunity Commission or the National Labor Relations Board, or a state fair employment practices agency, or the U.S. Securities and Exchange Commission ("SEC"), or communicate directly with or provide information (including testimony) to an agency, or otherwise participate in an

agency proceeding; or (ii) communicate with law enforcement or your attorney. Employee nonetheless gives up all rights to any money or other individual relief based on any agency or judicial decision, including class or collective action rulings. However, Employee may receive money properly awarded by the SEC as a reward for providing information to that agency.

2. **Severability.** Should any portion of this release be deemed invalid or unenforceable by any court or governmental authority of competent jurisdiction, the remainder shall continue in full force and effect.

3. **Non-Admission.** Employee acknowledges that neither the Shutdown Agreement as a whole nor this Release in particular is an admission of any wrongdoing by the Company or any of the other Releasees.

4. **Miscellaneous Acknowledgements.** Employee acknowledges that:

a. he/she has been given 21 days to consider and review this Release before signing it, although Employee can sign the Release at any time before the 21 days expires if they so decide;

b. he/she has been given at least five (5) business days to consult an attorney regarding the Agreement. If Employee signs this Agreement prior to the end of the five (5) business day time period, Employee acknowledges that Employee's decision to accept such shortening of time is knowing and voluntary and was not induced by the Company through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of the reasonable time period, or by providing different terms to Employee.

c. he/she has received any notice required by the WARN Act or California WARN Act, and except as set forth in the Shutdown Agreement, he/she is not entitled to any post-termination pay, severance, benefits or other consideration; and

d. he/she has not suffered any on-the-job injury for which he/she has not already filed a claim.

5. Entire Agreement. This Release and the Shutdown Agreement contain the entire understanding of the Company and Employee concerning the matters discussed therein. Employee is not relying upon any other promises or representations in deciding to sign this Release. This Release may not be altered except through a written modification signed by Employee and authorized representatives of the Company and the Union.

Employee acknowledges and agrees that this document shall operate as a general waiver and release of all claims (with the exceptions described above) and that Employee has read and voluntarily signed this general waiver and release with full knowledge of its significance.

By

Date