

ADDENDUM TO STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This February 17, 2023 ADDENDUM supplements and amends the Stipulation of Class and Representative Action Settlement and Release (“Settlement Agreement”) between Plaintiff Rene Villagomez and Defendants Bayer U.S., LLC, Bayer Corporation, and Bayer CropScience, LP, and is annexed to and forms part of the Settlement Agreement for all purposes. When the terms of this Addendum and the Settlement Agreement are in conflict, this Addendum shall govern and supersede the terms of the Settlement Agreement.

Paragraph 28 of the Settlement Agreement is hereby amended to read as follows:

“‘Released Class Claims’ means all wage and hour claims asserted in the Action and any claims for: (1) failure to pay minimum wage and liquidated damages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide compliant wage statements in violation of Labor Code section 226(a); (6) failure to pay all wages due on separation of employment; (7) unreimbursed business expenses in violation of Labor Code section 2802; and (8) violation of California Business & Professions Code sections 17200, *et seq.* in relation to the foregoing Labor Code violations. This release shall also include releases for claims under California Labor Code sections 201-204, 210, 225.5, 216, 221-23, 226 *et seq.*, 226.7, 233, 234, 245-248.5, 351, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5, to the extent such claims were asserted in the Action, or could have been asserted in the Action based on the allegations therein. The Released Class Claims are released for the duration of the Class Period, and do not include any claims that cannot be released as a matter of law.”

Paragraph 29 of the Settlement Agreement is hereby amended to read as follows:

“‘Released PAGA Claims’ means all claims that were administratively exhausted by providing the requisite notice Labor & Workforce Development Agency and/or in the Action and for alleged violations for: (1) failure to pay minimum wage and liquidated damages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide compliant wage statements in violation of Labor Code section 226(a); (6) failure to pay all wages due on separation of employment; (7) unreimbursed business expenses in violation of Labor Code section 2802; and (8) violation of California Business & Professions Code sections 17200, *et seq.* in relation to the foregoing Labor Code violations. This release shall also include releases for claims under California Labor Code sections 201-204, 210, 225.5, 216, 221-23, 226 *et seq.*, 226.7, 233, 234, 245-248.5, 351, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5, to the extent such claims were asserted in the Action, or could have been asserted in the Action based on the allegations therein. The Released PAGA Claims are released for the duration of the PAGA Period.”

The following sentence is hereby added to the end of Paragraph 32 of the Settlement Agreement:

“The Response Deadline for Settlement Class Members to whom the Notice of Settlement is remailed after having been returned as undeliverable to the Settlement Administrator shall be

fifty-five (55) calendar days after the Settlement Administrator's initial mailing of the notice of settlement to Settlement Class Members, or fourteen (14) calendar days after the re-mailing, whichever is later."

Exhibit A to the Settlement Agreement is hereby replaced by Exhibit A hereto.

AGREED:

Date: 02 / 15 / 2023



Rene Villagomez

Date:

Bayer US, LLC

By: _____

Its: _____

Date:

Bayer Corporation

By: _____

Its: _____

Date:

Bayer Cropscience, LP

By: _____

Its: _____

fifty-five (55) calendar days after the Settlement Administrator's initial mailing of the notice of settlement to Settlement Class Members, or fourteen (14) calendar days after the re-mailing, whichever is later."

Exhibit A to the Settlement Agreement is hereby replaced by Exhibit A hereto.

AGREED:

Date:

Rene Villagomez

Date: 2/21/2023 | 10:38:33 PM CET

Bayer US, LLC

By: DocuSigned by:

804CB1810FF24DD...

Its: Sr. Assoc. Gen. Counsel

Date: 2/21/2023 | 10:38:33 PM CET

Bayer Corporation

By: DocuSigned by:

804CB1810FF24DD...

Its: Sr. Assoc. Gen. Counsel

Date: 2/21/2023 | 9:42:53 PM CET

Bayer Cropscience, LP

By: DocuSigned by:

3BE61231A582472...

Its: President of North America
