PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs JOANN EICHINGER, SHELBY L. HIGLEY, JOHN REID BARNETT, PEGGY GIBSON, and CHERI STRINGER ("Plaintiffs") and Defendant TRACTOR SUPPLY COMPANY ("Defendant" or "Tractor Supply Company"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. <u>DEFINITIONS</u>.

1.1. "Action" means the Plaintiffs' PAGA lawsuits alleging wage and hour violations against Defendant captioned *JOANN EICHINGER, SHELBY L. HIGLEY, JOHN REID BARNETT, PEGGY GIBSON, as individuals, on behalf of the State of the California, as private attorneys general, PLAINTIFFS, v. TRACTOR SUPPLY COMPANY; and DOES 1 through 50, inclusive, DEFENDANTS*, Case No. 23CV010299 initiated on July 1, 2022, and pending in Superior Court of the State of California, County of Sacramento; and *CHERI STRINGER, on behalf of herself and the general public, PLAINTIFF v. TRACTOR SUPPLY COMPANY, a Delaware corporation; and DOES 1 through 50, inclusive, DEFENDANTS,* Case No. 23CV002894, initiated on June 7, 2023, and consolidated with the *Eichinger et al.* case and pending in the Superior Court of the State of California, County of Sacramento.

1.2. "Administrator" means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employees" or "PAGA Group" means all of Tractor Supply Company's non-exempt employees who worked in California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Sacramento.

1.8. "Defense Counsel" means Akerman LLP.

1.9. "Effective Date" means the date when the settlement becomes final, which is sixty-five (65) days after the date when the Judgment in this lawsuit is entered, unless there is an appeal. If there is an appeal, the Effective Date will be the date on which (a) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Approval Order and Judgment, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the California Supreme Court, whichever is earlier.

1.10. "Gross Settlement Amount" means Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000.00) which is the maximum amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Representative Service Payments, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court following Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA Representative Service Payments, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Kingsley Szamet Employment Lawyers; Moon Law Group, PC; and Setareh Law Group, the attorneys representing the Plaintiffs in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. “PAGA Period” means the period from October 21, 2020 to October 26, 2024.

1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. “PAGA Notices” means Plaintiffs' October 21, 2021, January 20, 2022, and March 30, 2023 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a); (b).

1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($383,812.50) and the 75% to LWDA ($1,151,437.50) in settlement of PAGA claims.

1.23. “Plaintiffs” means Joann Eichinger, Shelby L. Higley, John Reid Barnett, Peggy Gibson, and Cheri Stringer, the named plaintiffs in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

1.26. “Released Parties” means: Tractor Supply Company, its corporate parent, and all other entities affiliated with it or them (individually and collectively, the "Tractor Supply Entities"), and the Tractor Supply Entities' respective and collective owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, privies, and/or any and all persons and/or corporate entities acting by, through, under, or in concert with any of them, including any and all alleged joint employers.

1.27. "Representative Service Payments" mean the payment of no more than $40,000.00 to the Plaintiffs for initiating the Action and providing services in support of the Action, to be allocated as follows: Ten Thousand Dollars and Zero Cents ($10,000.00) each to the named Plaintiffs Joann Eichinger, John Reid Barnett, and Peggy Gibson; and Five Thousand Dollars and Zero Cents ($5,000.00) each to the named Plaintiffs Shelby Higley and Cheri Stringer.

1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.29. “Defendant” means named Defendant Tractor Supply Company.

2. RECITALS.

2.1. On October 21, 2021, Plaintiff Eichinger commenced this Action by filing a class and PAGA action Complaint alleging causes of action against Defendant for violations of

Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199; and violation of Business & Professions Code § 17200. Defendant removed the case to federal court on November 22, 2021. After the case was removed, Plaintiff Eichinger dismissed the case, and refiled as a PAGA-only action on July 1, 2022, with a stipulation to toll the PAGA limitations period back to the original filing date. Upon refiling, Defendant moved to compel an "individual PAGA" arbitration on August 19, 2022, which was denied by the Court. Defendant appealed but ultimately requested to dismiss its appeal, which was granted on June 13, 2023. On September 8, 2022, Plaintiffs Higley, Barnett, and Gibson filed their representative action complaint seeking PAGA penalties in Sacramento County Court. Plaintiff Cheri Stringer filed her representative action complaint in Sacramento County Court on June 7, 2023. On December 19, 2023, the Court consolidated the *Eichinger* and *Higley et al.* actions pursuant to a joint stipulation filed by the Parties. The Court designated Case No. 23CV010299 as the lead case number. On December 28, 2023, Plaintiffs Eichinger, Higley, Barnett, and Gibson filed an Amended Representative Action Complaint, consolidating the claims and plaintiffs in the *Eichinger* and *Higley* actions. On or around April 12, 2024, on its own motion, the Court ordered the *Stringer* action to be consolidated with the *Eichinger* and *Higley* actions. [The Amended Representative Action Complaint filed by Plaintiffs Eichinger, Higley, Barnett, and Gibson and the complaint filed by Plaintiff Stringer are the operative complaints in the Action (the "PAGA Complaints.")] Defendant denies the allegations in the PAGA Complaints, denies any failure to comply with the laws identified in the PAGA Complaints and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.3. On December 23, 2024, the Parties participated in an all-day mediation presided over by respected wage and hour mediator Jonathan D. Andrews, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, documents relating to Defendant's wage and hour policies and bonus plan policies, payroll, timekeeping, and meal and rest attestation data, meal waiver data, information about whether specific pay codes were included in the regular rate of pay, and Defendant's list of PAGA employees, among other things.

2.5. PAGA Counsel and Defense Counsel are aware of Lisa Darmiento's letter to Defendant and the LWDA asserting PAGA claims dated December 17, 2024, which will be extinguished or affected by the settlement.

3. MONETARY TERMS.

3.1. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Representative Service Payments to the PAGA Representatives of not more than $40,000.00 (in addition to any Individual PAGA Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as Participating Class Members). Defendant will not oppose an application for Representative Service Payments of Ten Thousand Dollars and Zero Cents ($10,000.00) each to the named Plaintiffs Joann Eichinger, John Reid Barnett, and Peggy Gibson; and Five Thousand Dollars and Zero Cents ($5,000.00) each for named Plaintiffs Shelby Higley and Cheri Stringer. Defendant will not oppose Plaintiffs' requests for Representative Service Payments that do not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment, Plaintiffs will seek Court approval for any Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Representative Service Payments less than the amounts requested, the Administrator will allocate the remainder in the Net Settlement Amount. The Administrator will pay the Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Representative Service Payments.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.3333% of the Gross Settlement Amount, which is currently estimated to be $833,333.33 and PAGA Counsel Litigation Expenses Payment of not more than Seventy Thousand Dollars and Zero Cents ($70,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Twenty-Six Thousand Nine Hundred Ninety Dollars ($26,990.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $21,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $1,535,250.00 to be paid from the Gross Settlement Amount, with 75% ($1,151,437.50) allocated to the LWDA PAGA Payment and 25% ($383,812.50) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($383,812.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.2. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 7,526 Aggrieved Employees who worked a total of 195,779 PAGA Pay Periods between October 21, 2020 to August 31, 2024.

4.3. Aggrieved Employee Data. Within 30 days after the Court's entry of the Approval Order, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.4. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 20 days after the Effective Date.

4.5. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the Representative Service Payments. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.5.2. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.5.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.5.5. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, the Aggrieved Employees, the State of California, the LWDA, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims as pled in the PAGA Notices and PAGA Complaints for violation of California Labor Code section 2698, et seq. based on the allegations in the PAGA Notices and PAGA Complaints, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual allegations contained in the PAGA Notices and PAGA Complaints, through the PAGA Period. This also includes, but is not limited to, any and all PAGA claims alleged or that could have been alleged based on the facts of Plaintiffs' PAGA Notices or any complaint, including but not limited to claims for civil penalties under Labor Code section 2698, et seq. arising from alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.11, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and all applicable IWC Wage Orders. ("Plaintiffs' Release"). In addition, upon approval of the settlement, Plaintiffs will individually release the Released Parties from any and all known and unknown claims they have or may have against them through the date of their signatures on the Memorandum of Understanding.

However, Plaintiff Gibson's individual claims for unlawful employment practices including but not limited to, disability discrimination, failure to engage in good faith interactive process, failure to accommodate, retaliation, and wrongful termination shall be released in a separate agreement.

Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> 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.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims as pled in the PAGA Notices and PAGA Complaints for violation of California Labor Code section 2698, et seq. based on the allegations in the PAGA Notices and PAGA Complaints, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual allegations contained in the PAGA Notices and PAGA Complaints, through the PAGA Period. This also includes, but is not limited to, any and all PAGA claims alleged or that could have been alleged based on the facts of Plaintiffs' PAGA Notices or any complaint, including but not limited to claims for civil penalties under Labor Code section 2698, et seq. arising from alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.11, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and all applicable IWC Wage Orders.

There shall be no right to opt-out of the settlement and the judgment on this settlement will have res judicata effect as to the state's claim for all members of the PAGA Group. Moreover, this Agreement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against Defendant for Labor Code or Wage Order violations subject to the Release suffered by any of the PAGA Group members which are premised upon the facts and allegations in the PAGA Notices and PAGA Complaints, as well as any and all claims for civil penalties that were asserted or could have been asserted based on the factual allegations contained in the PAGA Notices and PAGA Complaints (i.e., the Judgment on this Settlement will have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the PAGA Complaints and the PAGA Period facts stated in the PAGA Complaints and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), PAGA Complaints (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant estimates that there are approximately 7,526 Aggrieved Employees who worked 195,779 Pay Periods between October 21, 2020 to August 31,

2024. The PAGA Period shall continue through the date on which the PAGA Group members have worked 200,000 pay periods. Defendant has determined that the PAGA Group members have collectively worked 200,000 pay periods on or around the October 26, 2024 pay period.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the PAGA Complaints or PAGA Notices have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Kingsley Szamet Employment Lawyers
Eric B. Kingsley
Kelsey M. Szamet
Jessi Bulaon
16133 Ventura Blvd., Suite 1200
Encino CA, 91436

Moon Law Group, PC
Kane Moon
Daniel Park
Jaeyoung Lee
725 S. Figueroa St., Suite 3100
Los Angeles, CA 90017

Setareh Law Group
Shaun Setareh
Jose Maria D. Patino, Jr.
Tyson Gibb
420 North Camden Drive
Beverly Hills, CA 90210

To Defendant:

Akerman LLP
Sarah Kroll-Rosenbaum
Damien P. DeLaney
Nancy Sotomayor
Jade White
633 West Fifth Street, Suite 6400
Los Angeles, CA 90071

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: 03/26/2025

By: ______________________
Plaintiff Joann Eichinger

DATED: ____________

By: ______________________
Plaintiff Shelby L. Higley

DATED: ____________

By: ______________________
Plaintiff John Reid Barnett

DATED: ____________

By: ______________________
Plaintiff Peggy Gibson

To Defendant:

Akerman LLP
Sarah Kroll-Rosenbaum
Damien P. DeLaney
Nancy Sotomayor
Jade White
633 West Fifth Street, Suite 6400
Los Angeles, CA 90071

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: ______________

By: ___________________________
Plaintiff Joann Eichinger

DATED: 3/29/2025

By: DocuSigned by: 749BD7A1EC964A8...
Plaintiff Shelby L. Higley

DATED: 4/8/2025

By: DocuSigned by: DE2090F1A3D446F...
Plaintiff John Reid Barnett

DATED: 4/8/2025

By: DocuSigned by: 01FBB3BC760B481...
Plaintiff Peggy Gibson

DATED: 3/31/2025

By: ID yb5MQ5kApZrGxdrKvbtnWY4R

Plaintiff Cheri Stringer

DATED:______________

By: __________________________

Noni Ellison, Senior Vice President, General Counsel and Corporate Secretary

Defendant Tractor Supply Company

DATED: ______________

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: ___________________________________

Eric B. Kingsley

Kelsey M. Szamet

Attorneys for Plaintiff JOANN EICHINGER and all aggrieved employees

DATED: ______________

MOON LAW GROUP, PC

By: ___________________________________

Kane Moon

Daniel J. Park

Michael Citrin

Attorneys for Plaintiffs SHELBY L. HIGLEY, JOHN REID BARNETT, PEGGY GIBSON and all aggrieved employees

DATED: 3/31/2025

SETAREH LAW GROUP

By: ID ECT8vAFUQjiFD7YmNS9RU8fT

Shaun Setareh

Jose Maria D. Patino, Jr.

Tyson Gibb

Attorneys for Plaintiff CHERI STRINGER and all aggrieved employees

DATED: ______________

By: ___________________________
Plaintiff Cheri Stringer

DATED: 04/17/2025

By: Noni Ellison (Apr 17, 2025 10:23 CDT)
Noni Ellison, Senior Vice President, General Counsel and Corporate Secretary
Defendant Tractor Supply Company

DATED: ______________ KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: ____________________________________
Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff JOANN EICHINGER and all aggrieved employees

DATED: ______________ MOON LAW GROUP, PC

By: ____________________________________
Kane Moon
Daniel J. Park
Michael Citrin
Attorneys for Plaintiffs SHELBY L. HIGLEY, JOHN REID BARNETT, PEGGY GIBSON and all aggrieved employees

DATED: ______________ SETAREH LAW GROUP

By: ____________________________________
Shaun Setareh
Jose Maria D. Patino, Jr.
Tyson Gibb
Attorneys for Plaintiff CHERI STRINGER and all aggrieved employees

DATED: ______________

By: ___________________________
Plaintiff Cheri Stringer

DATED:______________

By: ___________________________
Noni Ellison, Senior Vice President, General Counsel and Corporate Secretary
Defendant Tractor Supply Company

DATED: ______________

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: ___________________________________
Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff JOANN EICHINGER and all aggrieved employees

DATED: April 9, 2025

MOON LAW GROUP, PC

By: Daniel J. Park
Kane Moon
Daniel J. Park
Michael Citrin
Attorneys for Plaintiffs SHELBY L. HIGLEY, JOHN REID BARNETT, PEGGY GIBSON and all aggrieved employees

DATED: ______________

SETAREH LAW GROUP

By: ___________________________________
Shaun Setareh
Jose Maria D. Patino, Jr.
Tyson Gibb
Attorneys for Plaintiff CHERI STRINGER and all aggrieved employees

DATED: _____________

By: ________________________
Plaintiff Cheri Stringer

DATED:_____________

By: ________________________
Noni Ellison, Senior Vice President, General Counsel and Corporate Secretary
Defendant Tractor Supply Company

DATED: March 26, 2025

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: ________________________
Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff JOANN EICHINGER and all aggrieved employees

DATED: _____________

MOON LAW GROUP, PC

By: ________________________
Kane Moon
Daniel J. Park
Michael Citrin
Attorneys for Plaintiffs SHELBY L. HIGLEY, JOHN REID BARNETT, PEGGY GIBSON and all aggrieved employees

DATED: _____________

SETAREH LAW GROUP

By: ________________________
Shaun Setareh
Jose Maria D. Patino, Jr.
Tyson Gibb
Attorneys for Plaintiff CHERI STRINGER and all aggrieved employees

DATED: 4/17/2025

AKERMAN LLP

By: ________________________________

Sarah Kroll-Rosenbaum
Damien P. DeLaney
Nancy Sotomayor
Jade White
Attorneys for Defendant