

PAGA SETTLEMENT AGREEMENT

Subject to Court approval, this PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Mario Balderrama and Roberto Baltazar (collectively, “Plaintiffs”), individually and on behalf of the PAGA Members and the State of California, and Defendant Ecolab Inc. (hereinafter, “Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties” and individually as a “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Balderrama, et al. v. Ecolab, Inc.*, Case No. 37-2022-00028433-CU-OE-CTL, pending in San Diego County Superior Court.

1.2. “Address Search” means the Administrator’s search for PAGA Members’ mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3. “Administrator” means Rust Consulting, or such alternative settlement administrator that the Court may approve.

1.4. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its fees and costs in accordance with the Administrator’s bid as approved by the Court. The Administration Expenses shall not exceed \$15,000.00, except as approved by the Court.

1.5. “Attorneys’ Fees” mean the amounts allocated to Plaintiffs’ Counsel for reimbursement of reasonable attorneys’ fees in connection with this Settlement in an amount not to exceed one-third of the Gross Settlement Amount, subject to Court approval. This Settlement is not conditioned upon the Court awarding Plaintiffs’ Counsel any particular amount of attorneys’ fees. Plaintiffs’ Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorneys’ Fees.

1.6. “Court” means the San Diego County Superior Court.

1.7. “Defense Counsel” means Jones Day.

1.8. “Effective Date” means one business day after the Court has entered an Order fully approving all material terms of the settlement in this Agreement and entered the Judgment and that Judgment has become final. The Judgment will become final on one of the following dates, depending upon whether any PAGA Members object or move to intervene: (a) in the event that any PAGA Member submits an objection or moves to intervene, and thereafter files any appeal relating thereto, the date any appellate court has rendered a final ruling affirming the Court’s final approval of the Settlement without material modification and the time for seeking any further appellate review is fully exhausted without any further review having been sought; (b) in the event that any PAGA Member submits an objection or moves to intervene, the date that the deadline for seeking appellate review of the Court’s Order and Judgment (including any extensions sought and granted) has passed without the filing of a timely appeal or timely request for review; (c) in the

event that no PAGA Member submits an objection or moves to intervene, the date that the Court enters its Order and Judgment.

1.9. “Employee Data” means the following information for each PAGA Member that Defendant shall in good faith compile from its centrally maintained systems of record: name, last-known mailing address, Social Security number, and the number of PAGA Pay Periods attributable to each PAGA Member.

1.10. “Gross Settlement Amount” means two million two hundred eighty thousand dollars (\$2,280,000.00), subject to the escalator provision in Paragraph 3.2 herein, which is the total and maximum amount Defendant agrees to pay to resolve the Action, and includes all Attorneys’ Fees, Litigation Costs, Service Awards, Administration Expenses, and the PAGA Fund Value.

1.11. “Individual PAGA Payments” means the PAGA Members’ pro rata share of the Net PAGA Payment, calculated according to the formula set forth in Paragraph 3.3.5 of this Agreement.

1.12. “Judgment” means the judgment entered by the Court fully and finally dismissing the Action with prejudice.

1.13. “Litigation Costs” means the verified costs incurred by Plaintiffs’ Counsel to prosecute the Action, according to proof and subject to Court approval, not to exceed \$40,000.00. The Litigation Costs cover reimbursements for filing, court, and service fees, expert fees, postage, mediation fees, and all other costs and expenses incurred and advanced in connection with the Action.

1.14. “LWDA” means the California Labor Workforce and Development Agency.

1.15. “LWDA Payment” means the 75% share of the PAGA Fund Value allocated to be paid to the LWDA under Labor Code section 2699, subd. (m).

1.16. “Net PAGA Payment” means the 25% share of the PAGA Fund Value allocated to be paid to the PAGA Members under Labor Code section 2699, subd. (m) on a pro-rata basis according to the terms set forth in Paragraph 3.3.5 herein.

1.17. “Notice” means the Notice of PAGA Representative Action Settlement approved by the Court to be mailed by the Administrator to each PAGA Member.

1.18. “Operative Complaint” means the amended complaint filed by Plaintiffs in the Action upon execution of this Agreement.

1.19. “PAGA” means California’s Private Attorneys General Act of 2004.

1.20. “PAGA Period” means May 15, 2021, through the date the Parties fully execute this Agreement.

1.21. “PAGA Fund Value” means the Gross Settlement Amount, less court-approved Attorneys’ Fees, Litigation Costs, Service Awards, and Administration Expenses. Seventy-five percent (75%) of the PAGA Fund Value will be paid to the LWDA (“LWDA Payment”), and the remaining twenty-five percent (25%) will be paid to the PAGA Members (“Net PAGA Payment”) on a pro-rata basis according to the terms set forth in Paragraph 3.3.5.1 herein.

1.22. “Plaintiffs’ Counsel” means Lebe Law, APLC.

1.23. “PAGA Member” means any current or former non-exempt California employee of Ecolab Inc. who worked during the PAGA Period. “PAGA Members” means all PAGA Members collectively.

1.24. “PAGA Notice” means the letter submitted by Plaintiff Mario Balderrama to Defendant and the LWDA pursuant to Labor Code section 2699.3(a), dated April 4, 2022, and including any amendments thereto.

1.25. “PAGA Pay Period” means any pay period during the PAGA Period in which a PAGA Member received compensation for regular hours actually worked as a non-exempt employee for at least one day in the pay period, but shall not include any full pay periods for which a PAGA Member was on a paid or unpaid leave of absence.

1.26. “Plaintiffs” refers to Mario Balderrama and Roberto Baltazar.

1.27. “Released Claims” means the claims being released in connection with this Settlement, as set forth in Section 5.1 below.

1.28. “Service Award” means the payment approved by the Court to be paid to each of the Plaintiffs for initiating and providing services in support of the Action.

1.29. “Settlement” means the final and complete disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On July 19, 2022, Plaintiff Mario Balderrama filed the Action, alleging a PAGA claim premised on the following Labor Code violations: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Reimburse Business Expenses; (7) Failure to Timely Pay Wages During Employment; and (8) Failure to Timely Pay Wages at Separation.

2.2. On February 25, 2026, the Parties participated in a private mediation with Lisa Klerman, a mediator with extensive experience in wage and hour, class action, and representative action litigation. The Action did not settle at that mediation, but the Parties continued to engage in settlement discussions with Ms. Klerman’s assistance. The Parties ultimately agreed to a settlement-in-principle on or about March 13, 2026. The Parties subsequently memorialized the settlement in a Memorandum of Understanding (“MOU”), which was fully executed on or about May 11, 2026.

2.3. Plaintiffs and Plaintiffs' Counsel recognize the expense and length of continued proceedings that would be necessary to litigate Plaintiffs' claims in the Action through trial and through any possible appeals. Plaintiffs also have taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Plaintiffs' Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing penalties and other relief sought in the Action. Plaintiffs and Plaintiffs' Counsel also have taken into account Defendant's agreement to enter into a settlement that confers substantial benefits upon the State of California and PAGA Members. Based on the foregoing, Plaintiffs and Plaintiffs' Counsel have determined that this Settlement is fair, adequate, and reasonable and is in the best interests of all PAGA Members and the State of California.

2.4. Defendant denies all allegations made in the Action, and also denies that it engaged in any wrongful conduct with respect to Plaintiffs or the PAGA Members, or that they suffered any harm or damages or are entitled to any penalties as a result of its conduct. Defendant has asserted and continues to assert that the claims alleged by Plaintiffs have no merit and do not give rise to any liability, penalties, or other payments. Even though Defendant contends it is not liable for any claims alleged in the Action, it has nonetheless agreed to settle in the manner and upon the terms set forth in this Agreement.

2.5. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant contends that it has complied with all applicable laws.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendant shall pay the Gross Settlement Amount in connection with this Settlement. The Administrator will disburse the Gross Settlement Amount without asking or requiring PAGA Members to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary. Subject to Section 3.2, under no circumstances shall Defendant be obligated to pay any amount over the Gross Settlement Amount. Except as expressly set forth in this Agreement, each Party shall bear its own attorneys' fees and costs.

3.2. Adjusted Gross Settlement Amount. The Parties estimate that there were approximately 76,000 PAGA Pay Periods as of February 25, 2026. Should the actual number of PAGA Pay Periods worked by PAGA Members as of the date of execution of this Agreement increase by more than 10%, i.e., to more than 83,600 PAGA Pay Periods ("Escalator Threshold"), Defendant shall, in its sole discretion, have the option of (a) increasing the Gross Settlement Amount by \$30 per PAGA Pay Period for each PAGA Pay Period worked above the Escalator Threshold ("Adjusted Gross Settlement Amount"), or (b) limiting the end date of the PAGA Period to the date on which the Escalator Threshold of 83,600 PAGA Pay Periods was reached. In the event the Escalator Threshold of 83,600 PAGA Pay Periods is reached, Defendant shall have 15 days from the date the Employee Data is provided to the Administrator to notify Plaintiffs of its

election to either pay the Adjusted Gross Settlement Amount or limit the end date of the PAGA Period.

3.3. Fixed Payments Deducted from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, or the Adjusted Gross Settlement Amount, if applicable, in the amounts approved by the Court:

3.3.1. To Plaintiffs: The Service Awards. Defendant will not oppose requests for these payments, provided the requests do not exceed \$5,000 per Plaintiff. If the Court approves Service Awards less than the amounts requested, the Administrator will allocate the remainder to the PAGA Fund Value. If the Court approves Service Awards greater than the amounts requested, the extra amounts will come out of the Gross Settlement Amount and Defendant will not be required to pay any additional amounts. The Administrator will pay the Service Awards using IRS Form 1099. For the avoidance of doubt, the Service Awards will be paid to Plaintiffs in addition to any Individual PAGA Payment that Plaintiffs may be entitled to receive as PAGA Members.

3.3.2. To Plaintiffs' Counsel: Attorneys' Fees and Litigation Costs to Plaintiffs' Counsel. Defendant will not oppose requests for these payments, provided the requests do not exceed the amounts set forth in this Agreement. If the Court approves Attorneys' Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the PAGA Fund Value. If the Court approves Attorneys' Fees and/or Litigation Costs greater than the amounts requested, the extra amounts will come out of the Gross Settlement Amount and Defendant will not be required to pay any additional amounts. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms. Plaintiffs' Counsel shall provide the Administrator with a properly completed and signed IRS Form W-9 in order for the Administrator to process the Plaintiffs' Counsel Attorneys' Fees approved by the Court.

3.3.3. To the Administrator: Administration Expenses to the Administrator. To the extent the Administration Expenses are less than the Administration Expenses set forth in this Agreement, the Administrator will allocate the remainder to the PAGA Fund Value. To the extent the Administration Expenses are greater than the Administration Expenses set forth in this Agreement, the additional amount will come out of the Gross Settlement Amount and Defendant will not be required to pay any additional amounts.

3.3.4. To the LWDA: The LWDA Payment will be paid to the LWDA.

3.3.5. To Each PAGA Member/Tax Allocation: The Net PAGA Payment will be used to pay the Individual PAGA Payments to the PAGA Members on a pro-rata basis according to the following formula: each individual PAGA Member's Individual PAGA Payment amount shall be calculated by dividing the Net PAGA Payment by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and multiplying that amount by the number of PAGA Pay Periods attributed to the individual PAGA Member.

3.3.5.1 The Administrator shall determine the amount of each Individual PAGA Payment under the terms of this Agreement based on the information provided

in the Employee Data. The Administrator's determination of the amount of each Individual PAGA Payment shall be binding upon the PAGA Members and the Parties, yet subject to review by Plaintiffs' Counsel, Defense Counsel, and the Court. Defendant's records and the Employee Data shall be presumed accurate.

3.3.5.2 One hundred percent (100%) of the Individual PAGA Payments are California Labor Code penalties, are not subject to wage withholdings, and will be reported on IRS Forms 1099. PAGA Members assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and the PAGA Members are not relying on any statement or representation by the Parties, Plaintiffs' Counsel, or Defense Counsel in this regard. The PAGA Members and Plaintiffs' Counsel shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Plaintiffs' Counsel, and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

3.3.5.3 The Administrator shall mail the Plaintiffs' Individual PAGA Payments to the Plaintiffs at their last known addresses, in accordance with the procedures set forth in Section 4.4 of this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Delivery of Employee Data to Administrator. No later than 45 calendar days after this Agreement is signed, Defendant will deliver the Employee Data to the Administrator. To protect PAGA Members' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to perform the Administrator's obligations under this Agreement. Plaintiffs' Counsel shall have access only to anonymized Employee Data.

4.2. Notice to PAGA Members. Upon receipt of the Employee Data, the Administrator shall perform its Address Search to update and correct any known or identifiable address changes. The Administrator shall exercise its best judgment to determine the current mailing address for each PAGA Member. The address identified by the Administrator as the current mailing address shall be presumed to be the most current mailing address for each PAGA Member. The Administrator shall mail an informational notice to each PAGA Member at his or her last known address, advising of the Settlement, the PAGA Member's estimated Individual PAGA Payment, the allocation formula, and the scope of the Released Claims. PAGA Members do not have a right to opt out of the Settlement, as PAGA claims are brought on behalf of the State of California and bind all aggrieved employees. The Parties agree that this procedure for notice fully complies with due process.

4.3. Funding of Gross Settlement Amount. No later than 60 calendar days after the Effective Date, Defendant shall fund a Qualified Settlement Fund ("QSF") under 26 C.F.R. section 1.468B-1, maintained by the Administrator, in the amount of the Gross Settlement Amount (or, if

applicable, the Adjusted Gross Settlement Amount). In connection with Defendant's transfer of funds into the QSF, the following definitions will apply:

4.3.1. Defendant will be "transferor" within the meaning of Treasury Regulation § 1.468B-1(d)(1) to the QSF with respect to the amounts transferred;

4.3.2. The Administrator will be the "administrator" of the QSF within the meaning of Treasury Regulation § 1.468B-2(k)(3), responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Treasury Regulation § 1.468B-2(l)(2) or any other applicable law on or with respect to the QSF, and in accordance with this Agreement; and

4.3.3. Defendant and the Administrator shall reasonably cooperate in providing any statement or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a QSF, including the relation-back election within the meaning of Treasury Regulation § 1.468B-1(j).

4.3.4. If this Settlement is not approved by the Court in full, or is terminated, rescinded, canceled, or fails to become effective for any reason, or if the Effective Date does not occur, then no portion of the Gross Settlement Amount shall be paid and the Administrator shall return the full amount of transferred funds, if any, to Defendant.

4.4. Payments from the Gross Settlement Amount. No later than 30 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA Payment, Attorneys' Fees, Litigation Costs, and Service Awards. The individual settlement checks shall remain negotiable for one hundred eighty (180) days from the date of mailing, and the face of each check shall prominently state the date when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.1. The Administrator will conduct an Address Search for all PAGA Members whose checks are returned as undeliverable without USPS forwarding addresses. 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 Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undeliverable. Individual PAGA Payment checks shall remain valid for one hundred eighty (180) days from the date of issuance, after which any uncashed checks shall be void. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, if requested by the PAGA Member prior to the void date.

4.4.2. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall pay the funds to Bet Tzedek Legal Services as the cy pres recipient, an organization with a longstanding mission of providing free legal services to low-wage workers and other vulnerable Californians and with a direct nexus to the wage-and-hour claims at issue in this Action, or such alternative cy pres recipient as the

Court may approve. In such event, such PAGA Members shall nevertheless remain bound by the Settlement.

4.4.3. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to PAGA Members beyond those specified in this Agreement.

5. RELEASE OF CLAIMS.

5.1. Release by PAGA Members, Plaintiffs, and the State of California. All PAGA Members, on behalf of themselves, and their respective family, heirs, assigns, executors, administrators, agents, and successors, past and present, hereby fully and without limitation release, covenant not to sue, and forever discharge Ecolab Inc. and its former and present parents, subsidiaries, and affiliated companies and entities and their respective current, former, and future officers, directors, members, managers, employees, consultants, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, joint venturers and agents, any successors, assigns, or legal representatives, employee benefit plans and the trustees, fiduciaries, and administrators of those plans, and any individual or entity who or which could be jointly liable with Ecolab Inc. and all persons or entities acting by, through, under, or in concert with any of them, past and present (collectively, the “Released Parties”), from all claims for civil penalties under the Private Attorneys General Act, Labor Code sections 2698, et seq., that were asserted or that could have been asserted based on the facts or theories alleged in Plaintiffs’ PAGA Notice, and the Operative Complaint accruing during the PAGA Period including, but not limited to, claims for: unpaid wages of any kind, including but not limited to claims for unpaid minimum wage, unpaid off-the-clock work or other unpaid work of any kind, and unpaid overtime wages (including the rate at which overtime wages were paid); failure to timely pay all wages due; failure to correctly calculate the regular rate of pay for any purpose, including but not limited to the calculation of sick time pay; failure to provide legally compliant meal periods or rest breaks; failure to provide premium wages for non-compliant meal periods or rest breaks (including the rate at which premiums were paid); inaccurate wage statements; failure to timely pay all wages owed at termination of employment; failure to reimburse any and all business expenses; and all other claims brought under Labor Code sections 201-204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 246, 256, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, that arose during the PAGA Period.

5.2. Plaintiffs’ General Release. In addition to the paragraphs above, for all periods up to and including the dates of Plaintiffs’ respective executions of this Agreement, Plaintiffs for themselves and also on behalf of their respective heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, successors, and assigns, and/or anyone claiming through them or acting or purporting to act on their behalf, past or present (collectively, their respective “Affiliates”), hereby fully and without limitation release and discharge the Released Parties from any and all claims of any kind, known and unknown, asserted and unasserted, suspected and unsuspected, including but not limited to: any and all claims arising under the laws of the State of California or the United States; all claims raised or that could have been raised in the Action; all other statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution, unreimbursed expenses, equitable or declaratory relief, penalties, liquidated damages, and/or punitive damages (including, without limitation, claims under any applicable

Industrial Welfare Commission Wage Order, PAGA, or any other provision of the California Labor Code); any and all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the federal Age Discrimination In Employment Act, the Americans With Disabilities Act, Sections 503 and 504 of the Rehabilitation Act of 1973, the Family Medical Leave Act, the Employee Retirement Income Security Act, the Occupational Safety and Health Act, the Worker Adjustment and Retraining Notification Act, as amended, the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.), and/or the California Fair Employment and Housing Act; any state, civil, or statutory laws, including any and all human rights laws and laws against discrimination; any other federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of action; and any claims for interest, attorneys' fees, and/or costs.

5.3. This release shall not extend to (i) claims that cannot be waived as a matter of law, including without limitation claims for workers' compensation benefits, unemployment insurance benefits, vested benefits under any retirement or ERISA-governed plan, prospective waiver of rights under Labor Code section 2802 for expenses incurred in the future, and whistleblower claims protected by Labor Code section 1102.5; (ii) claims to enforce this Agreement; or (iii) claims based in facts or events arising after the execution of this Agreement.

5.4. Plaintiffs expressly acknowledge that they are aware of and familiar with the provisions of section 1542 of the California Civil Code, 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.

With full awareness and understanding of the above provision, Plaintiffs waive and relinquish any and all rights and benefits that they may have under section 1542 of the California Civil Code, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect, and agree and acknowledge that this waiver of rights under section 1542 extends beyond the waiver provided in Section 5.2.

5.5. Plaintiffs acknowledge that they: (a) have read and understand this Agreement, including that the General Release in Paragraph 5.2 releases any claims they may have under the Age Discrimination in Employment Act; (b) have been given at least twenty-one (21) calendar days to consider this Agreement; (c) are hereby advised in writing to consult with an attorney before signing this Agreement; (d) have obtained and considered such legal counsel and advice; (e) have seven (7) calendar days following their execution of this Agreement to revoke this Agreement; and (f) understand that this Agreement shall not become effective or enforceable until the seven-day revocation period has expired. To be effective, any revocation must be in writing and delivered to Defense Counsel within the seven-day revocation period. If a Plaintiff revokes this Agreement within the seven-day revocation period, the General Release in Paragraph 5.2 shall not apply to that Plaintiff, and that Plaintiff shall not be entitled to any Service Award. If a Plaintiff revokes this Agreement, they will nevertheless be bound by the Release in Paragraph 5.1 of this Agreement.

6. MOTION FOR SETTLEMENT APPROVAL.

6.1. PAGA Approval. The Parties agree to jointly prepare and file a motion for approval of this PAGA Settlement under Labor Code section 2699(s)(2). Plaintiffs shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval, including a draft of the motion for approval, draft Notice, proposed Judgment, and all supporting papers and declarations, for Defense Counsel to review and to provide comments within thirty (30) days after this Agreement is executed and at least seven (7) court days prior to filing of the motion. Defense Counsel shall provide any comments within fifteen (15) calendar days of receipt, or no later than four (4) calendar days prior to the filing of the motion, whichever is earlier.

6.2. Stay of Action. The Action shall be stayed except for matters relating to the Settlement.

6.3. Duty to Cooperate. Plaintiffs' Counsel and Defense Counsel will work together in good faith to obtain approval of this Settlement. If the Court does not grant approval or conditions approval on any material change to this Agreement, counsel will work together in good faith to modify the Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspects of the Settlement after the Parties have exhausted their efforts to satisfy the Court's concerns, the Settlement will be null and void, and the Parties will have no further obligations under it.

6.4. Dismissal with Prejudice. Upon approval of the Settlement, the Court shall enter judgment dismissing the Action with prejudice, which shall have res judicata effect consistent with the releases set forth in Section 5 and shall constitute a binding and final resolution of any and all claims brought by Plaintiffs on behalf of themselves and all PAGA Members during the PAGA Period.

6.5. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the 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.

6.6. Waiver of Right to Appeal. As part of this Settlement, Plaintiffs and Plaintiffs' Counsel waive their right to file an appeal and/or a writ or any challenge whatsoever to the terms of the impending Judgment contemplated in the Action, 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.

6.7. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If an appellate court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by PAGA Members), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Court approval and entry of Judgment.

7. NOTICE OF SETTLEMENT TO APPROPRIATE GOVERNMENT OFFICIALS. Plaintiffs' Counsel shall serve the proposed settlement on the LWDA concurrently with filing the motion for approval with the Court as required by Labor Code section 2699, subd. (s)(2). Plaintiffs' counsel shall additionally submit to the LWDA copies of any other orders that award or deny penalties, a copy of the Operative Complaint, and anything else required under the Labor Code or by the Court.

8. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

9. SETTLEMENT ADMINISTRATION.

9.1. Selection of Administrator. The Parties have jointly selected Rust Consulting to administer this Settlement. 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.

9.2. Final Report by Administrator. Within 15 calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiffs' Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Plaintiffs' Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

10. CONFIDENTIALITY. The Parties acknowledge that, upon submission to the Court and the LWDA pursuant to Labor Code section 2699, subd. (s)(2), the terms of this Agreement will be public record. The Parties agree that none of the Parties will issue any press release, respond to press inquiries other than to refer them to the public record, or make any other public or non-public representation regarding the Settlement, other than as necessary to obtain Court approval and effectuate the Settlement. Neither Party nor its counsel will communicate with other plaintiff's counsel about the Settlement. Nothing in this paragraph shall restrict either Party from complying with legal or ethical obligations, or communicating with co-counsel, the LWDA, or the Court. Consistent with Section 4.1, the Administrator shall maintain the confidentiality of Employee Data and shall disclose such data only as necessary to administer the Settlement.

11. ADDITIONAL PROVISIONS.

11.1. 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 the Parties that any of the allegations in or the defenses to the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a representative basis. The Settlement, this Agreement, and the 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).

11.2. Nullification of Settlement. In the event: (i) the Court does not enter the Judgment; or (ii) the Settlement does not become final for any other reason, this Agreement shall be rendered null and void, and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. This Agreement and any documents related to it shall not be used in any other civil, criminal, or administrative action against Defendant or any of the other Released Parties.

11.3. Deadlines Set by this Agreement and Extension of Time. If any deadline set by this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline shall be deemed to fall on the next day that is not a Saturday, Sunday, or Court holiday. Further, the Parties may, by mutual agreement, agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement, subject to Court approval when required.

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement and any attached Exhibits constitute the entire agreement between the Parties, and no oral or written representations, warranties, or inducements have been made to Plaintiffs or Defendant concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in this Agreement. No other prior or contemporaneous written or oral agreements concerning the subject matter of this Agreement may be deemed binding on the Parties.

11.5. Authorization to Enter Into Agreement. Counsel for the Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required to effectuate its terms. The person signing this Agreement on behalf of Defendant represents and warrants that they are authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Agreement and acknowledge that they have read this Agreement, that they fully understand their rights, privileges, and duties under the Agreement, and enter this Agreement freely and voluntarily. Plaintiffs further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

11.6. No Prior Assignments. Plaintiffs 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Plaintiffs in this Settlement.

11.7. No Tax Advice. Neither the Parties, Plaintiffs' Counsel, 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.

11.8. 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 Plaintiffs' Counsel and Defense Counsel, as their legal representatives.

11.9. Agreement Binding on Successors. This Agreement shall be binding upon, and shall inure to the benefit of the Parties, including PAGA Members, as well as their respective

heirs, spouses, children, assigns, executors, administrators, successors, beneficiaries, subsidiaries, conservators, representatives, attorneys, estates, divisions, affiliated corporations, and partnerships, past and present, and trustees, directors, officers, shareholders, partners, agents and employees, past and present.

11.10. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

11.11. Applicable Law. All terms and conditions of this Agreement will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

11.12. 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.

11.13. 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.

11.14. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiffs:

Lebe Law, APC Attn: Jonathan M. Lebe
3900 West Alameda Ave.,
Fifteenth Floor,
Burbank, CA 91505
jon@lebelaw.com

To Defendant:

Jones Day
Attn: Brent D. Knight
110 North Wacker Drive,
Suite 4800
Chicago, Illinois 60606
Telephone: (312) 269-4290
bdknight@jonesday.com

11.15. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be

accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.16. Enforceability. The Parties agree that the Court, upon motion of either Party, may enter Judgment pursuant to the terms of this Settlement or otherwise enforce a breach of this Settlement. The Parties expressly request that the Court retain jurisdiction to enforce the Settlement, pursuant to Code of Civil Procedure section 664.6 and its procedures for enforcement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiffs

Date: July 22, 2026



Mario Balderrama (Jul 22, 2026 06:10:25 PDT)

Mario Balderrama

Date: July 23, 2026



Roberto Baltazar (Jul 23, 2026 16:44:16 PDT)

Roberto Baltazar

Defendant Ecolab Inc.

Date: July 28⁰⁰, 2026

Signed by:



175D92230E384BA

Name: Jandeen Boone

Title: EVP, General Counsel and Secretary

Approved as to form and content and confidentiality provision:

LEBE LAW, APC

Date: July 23, 2026



Jonathan M. Lebe

Attorneys for Plaintiffs and the PAGA Members

JONES DAY

Date: July 28, 2026



Brent D. Knight

Attorneys for Defendant