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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

JOSE RODRIGUEZ and OSCAR GOMEZ,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

vs.

NUTRIEN AG SOLUTIONS, INC., a
Delaware corporation; NUTRIEN US LLC, a
Colorado limited liability company; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 24CV06119

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Jose Rodriguez and Oscar Gomez (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendants Nutrien Ag Solutions, Inc. and Nutrien US LLC (“Defendants”) (collectively with Plaintiffs, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Actions” means *Rodriguez v. Nutrien Ag Solutions, Inc.*, No. 24CV06119 (Santa Barbara County Superior Court) (“Rodriguez Action”) and *Gomez v. Nutrien Ag Solutions, Inc.*, No. VCU317118 (Tulare County Superior Court) (“Gomez Action”).
2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Actions. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Three Hundred Eleven Thousand Six Hundred Sixty Seven Dollars (\$311,667). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, up to Twenty Thousand Dollars (\$20,000), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.
3. “Class Counsel” means Capstone Law APC and Lavi & Ebrahimian, LLP.
4. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List

will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. "Class Member(s)" or "Settlement Class" means all current and former non-exempt employees who worked for Nutrien Ag Solutions, Inc., Nutrien US LLC, or a predecessor entity within the State of California at any time during the Class Period, and who reside in California.

6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

7. "Class Period" means the period from June 8, 2023 through the earlier of: (a) the date of preliminary approval of the settlement, or (b) July 12, 2025.

8. "Class Representative Enhancement Payments" means the amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members, and for the Rodriguez General Release and Gomez General Release, respectively. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each.

9. "Court" means the Santa Barbara County Superior Court.

10. "Defendants" means Defendants Nutrien Ag Solutions, Inc. and Nutrien US LLC.

11. "Effective Date" means the later of: (a) the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated; or (b) if a timely appeal is initiated, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

12. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement.

13. "Gross Settlement Amount" means the Gross Settlement Amount of Nine Hundred Thirty Five Thousand Dollars (\$935,000), to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments,

Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiffs and Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendants. Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

14. "Individual Settlement Payment" means each Participating Class Member's and PAGA Member's respective shares of the Net Settlement Fund and PAGA Fund.

15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendants.

16. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.

17. "PAGA Members" means all current and former non-exempt employees who worked for Nutrien Ag Solutions, Inc., Nutrien US LLC, or a predecessor entity within the State of California at any time during the PAGA Period, and who reside in California.

18. "PAGA Period" means the period from November 8, 2023 through the earlier of: (a) the date of preliminary approval of the settlement, or (b) July 12, 2025.

19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with

1 Plaintiffs' claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
2 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Forty Thousand Dollars (\$40,000)
3 of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Sixty-
4 Five Percent (65%), or Twenty-Six Thousand Dollars (\$26,000), of the PAGA Settlement Amount will
5 be paid to the California Labor and Workforce Development Agency ("Labor and Workforce
6 Development Agency Payment"), and Thirty-Five Percent (25%), or Fourteen Thousand Dollars
7 (\$14,000) ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA Members, and
8 regardless whether they request to be excluded from the Settlement Class.

9 20. "Parties" means Plaintiffs and Defendants collectively.

10 21. "Participating Class Members" means all Class Members who do not submit timely and
11 valid Requests for Exclusion.

12 22. "Plaintiffs" means Plaintiffs Jose Rodriguez and Oscar Gomez.

13 23. "Preliminary Approval" means the date on which the Court enters an order granting
14 preliminary approval of the Settlement Agreement.

15 24. "Released Class Claims" means all claims, rights, demands, liabilities, and causes of
16 action, whether known or unknown, that were alleged in the initial and amended complaints in the
17 Actions, or which could have been alleged by reason of or in connection with any matter or fact set forth
18 or referred to in the initial complaint and amended complaints, including claims for the: (a) failure to
19 provide proper meal periods, and to properly provide premium pay in lieu thereof; (b) failure to provide
20 proper rest periods, and to properly provide premium pay in lieu thereof; (c) failure to pay all and
21 overtime wages due; (d) failure to pay all minimum wages due; (e) failure to provide complete, accurate
22 or properly formatted wage statements and failure to maintain payroll records; (f) failure to pay all wages
23 timely at the time of termination; (g) failure to pay all wages timely during employment; (h) unfair
24 business practices that could have been premised on the preceding claims, rights, demands, liabilities,
25 and causes of action; (i) failure to provide written notice of information material to Plaintiff's and class
26 members' employment with Defendants in violation of Labor code section 2810.5(a)(1)(A)-(C); (j)
27 failure to pay sick pay at the regular rate of pay in violation of Labor Code section 246; (k) any other
28 claims or penalties under the wage and hour laws pleaded in the Actions; and (l) all damages, penalties,

interest and other amounts recoverable for the preceding claims, rights, demands, liabilities and causes of action.

25. “Released PAGA Claims” means all claims, rights, demands, liabilities, or causes of action for PAGA civil penalties that were alleged in Plaintiff’s initial PAGA letter or any amended PAGA letter, or which could have been alleged based on the facts set forth or referred to in Plaintiff’s initial PAGA letter or in any amended PAGA letter.

26. “Released Parties” means Nutrien US LLC, Nutrien Ag Solutions, Inc., Crop Production Services, Inc., Western Farm Services, Inc., Agrium US, Inc. and each of their each of their direct or indirect parents, subsidiaries, affiliates, shareholders, owners, members, agents, officers, predecessors, successors and assigns.

27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

28. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

29. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,

any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 1,700 Class Members, the Settlement Administration Costs are currently estimated to be Fifteen Thousand Dollars (\$15,000).

30. “Settlement Administrator” means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

31. “Workweeks” means the number of days of employment for each Class Member during the Class Period, dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as follows:

32. Second Amended Complaint. As a condition of settlement, Plaintiffs will file a Second Amended Complaint (“SAC”) in the Rodriguez Action, in the form attached hereto as Exhibit B, for purposes of settlement only, to add Oscar Gomez as a named plaintiff, and to add all class and PAGA claims and causes of action and any other facts and/or theories of liability alleged in the Gomez action. The Court’s approval of the filing of the SAC is a pre-condition of the settlement. If necessary to obtain an enforceable release of any and all PAGA claims encompassed within the definition of “Released PAGA Claims,” below, amended letters, in a form acceptable to Defendants, will be filed with the LWDA. Following the filing of the amended complaint, the Parties will stipulate to stay the Gomez Action pending the settlement approval proceedings in the Rodriguez Action. Upon the Effective Date, the Parties will stipulate to dismiss the Gomez Action with prejudice.

33. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the Gross Settlement Amount of Nine Hundred Thirty Five Thousand Dollars (\$935,000) into a

1 Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay the
2 employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will
3 be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency
4 Payment; (c) the Class Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e)
5 Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount and the
6 employer's share of payroll taxes within thirty (30) calendar days of the Effective Date ("Funding
7 Date").

8 34. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
9 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than
10 Three Hundred Eleven Thousand Six Hundred Sixty Seven Dollars (\$311,667), plus the reimbursement
11 of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the
12 Actions (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand
13 Dollars (\$20,000), both of which will be paid from the Gross Settlement Amount.

14 35. Class Representative Enhancement Payments. In exchange for the Rodriguez General
15 Release and Gomez General Release, respectively, and in recognition of their effort and work in
16 prosecuting the Actions on behalf of Class Members, Defendants agree not to oppose or impede any
17 application or motion for Class Representative Enhancement Payments of up to Ten Thousand Dollars
18 (\$10,000) to each Plaintiff. The Class Representative Enhancement Payments will be paid from the
19 Gross Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payment paid
20 pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable
21 taxes on the Class Representative Enhancement Payments. Plaintiffs understand and agree that this
22 Settlement Agreement shall remain in full force and effect even if the full amount of Class
23 Representative Enhancement Payments sought by Plaintiffs is not ultimately awarded by the Court.

24 36. Settlement Administration Costs. The Settlement Administrator will be paid for the
25 reasonable costs of administration of the Settlement and distribution of payments from the Gross
26 Settlement Amount, which is currently estimated to be Fifteen Thousand Dollars (\$15,000). These costs,
27 which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting
28 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class

1 Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and
2 declarations.

3 37. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
4 of Forty Thousand Dollars (\$40,000) from the Gross Settlement Amount will be designated for
5 satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Sixty-Five Percent (65%), or Twenty-Six
6 Thousand Dollars (\$26,000), of this sum will be paid to the LWDA and Thirty-Five Percent (35%), or
7 Fourteen Thousand Dollars (\$14,000), will be paid to PAGA Members in proportion to the number of
8 Workweeks worked during the PAGA Period.

9 38. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
10 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private
11 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
12 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and
13 all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA
14 Member has the right to object to the PAGA Settlement Amount.

15 39. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
16 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

17 40. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
18 portion of the PAGA Fund will revert to or be retained by Defendants.

19 41. Individual Settlement Payment Calculations. Individual Settlement Payments will be
20 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
21 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of
22 Individual Settlement Payments will be made as follows:

23 41(a) Payments from the Net Settlement Fund. Defendants will calculate the total
24 number of Workweeks worked by each Class Member during the Class
25 Period and the aggregate total number of Workweeks worked by all Class
26 Members during the Class Period. To determine each Class Member's
27 estimated "Individual Settlement Payment" from the Net Settlement Fund,
28 the Settlement Administrator will use the following formula: The Net

1 Settlement Fund will be divided by the aggregate total number of
2 Workweeks during the Class Period, resulting in the “Workweek Value.”
3 Each Class Member’s “Individual Settlement Payment” will be calculated
4 by multiplying each individual Class Member’s total number of Workweeks
5 by the Workweek Value. The Individual Settlement Payment will be
6 reduced by any required deductions for each Participating Class Member as
7 specifically set forth herein, including employee-side tax withholdings or
8 deductions. The entire Net Settlement Fund will be disbursed to all Class
9 Members who do not submit timely and valid Requests for Exclusion. If
10 there are any valid and timely Requests for Exclusion, the Settlement
11 Administrator shall proportionately increase the Individual Settlement
12 Payment for each Participating Class Member according to the number of
13 Workweeks worked, so that the amount actually distributed to the
14 Settlement Class equals 100% of the Net Settlement Fund.

15 41(b) Payments from the PAGA Fund. Defendants will calculate the total number
16 of Workweeks worked by each PAGA Member during the PAGA Period
17 and the aggregate total number of Workweeks worked by all PAGA
18 Members during the PAGA Period. To determine each PAGA Member’s
19 estimated “Individual Settlement Payment,” the Settlement Administrator
20 will use the following formula: The PAGA Fund will be divided by the
21 aggregate total number of Workweeks during the PAGA Period, resulting in
22 the “PAGA Workweek Value.” Each PAGA Member’s “Individual
23 Settlement Payment” will be calculated by multiplying each individual
24 PAGA Member’s total number of Workweeks by the PAGA Workweek
25 Value. The entire PAGA Fund will be disbursed to all PAGA Members.

26 42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
27 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
28 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any

1 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
2 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
3 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
4 or amounts to which any Class Members may be entitled under any benefit plans.

5 43. Administration Process. The Parties agree to cooperate in the administration of the
6 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
7 administration of the Settlement.

8 44. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
9 Defendants will provide the Class List to the Settlement Administrator.

10 45. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
11 List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via
12 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
13 List.

14 46. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
15 Settlement Administrator will perform a search based on the National Change of Address Database for
16 information to update and correct for any known or identifiable address changes. Any Class Notices
17 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will,
18 within five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail to the
19 forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-
20 mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
21 promptly attempt to determine the correct address using a skip-trace, or other search using the name,
22 address and/or Social Security Number of the Class Member involved, and will then perform a single re-
23 mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by
24 request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline,
25 whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

26 47. Class Notices. All Class Members will be mailed a Class Notice in the form attached
27 hereto as Exhibit A. Each Class Notice will provide: (a) information regarding the nature of the Actions;
28 (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member

definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendants during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

48. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendants' records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

49. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his/her/their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

50. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

51. Escalator. Defendants estimate that Class Members worked an aggregate total of

1 approximately Ninety-Two Thousand (92,000) Workweeks during the Class Period. If the actual
2 aggregate total of Workweeks worked during the Class Period is greater than One Hundred Ten Percent
3 (110%) of this estimate, or One Hundred One Thousand Two Hundred (101,200) Workweeks, then
4 Defendants must either: (a) increase the Gross Settlement Amount on a pro-rata basis equal to the
5 percentage increase in the number of weeks worked by the Class Members above the One Hundred Ten
6 Percent (110%) allowance (e.g., if there are a total of 111,320 Workweeks during the Class Period, the
7 Gross Settlement Amount will be increased by 10%; i.e., $(111,320 \div 101,200) \times \$935,000$); or (b)
8 advance the end date of the Class Period and PAGA Period to the last date on which the total number of
9 Workweeks worked by Class Members in aggregate during the Class Period is no greater than One
10 Hundred One Thousand Two Hundred (101,200).

11 52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
12 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
13 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
14 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
15 Settlement.

16 53. Releases by Participating Class Members. Upon the Funding Date, and except as to such
17 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
18 together and individually, on their behalf and on behalf of their respective heirs, executors,
19 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
20 Parties, or any of them, from each of the Released Class Claims arising during the Class Period. The
21 period of the Released Class Claims shall extend to the limits of the Class Period. The res judicata effect
22 of the Judgment will be the same as that of the Released Class Claims. The Released Parties shall be
23 entitled to a release of Released Class Claims which occurred during the Class Period only during such
24 time that the Participating Class Member was classified as non-exempt, and expressly excluding all other
25 claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability
26 benefits, social security, workers' compensation, claims while classified as exempt, and claims outside of
27 the Class Period.

28 54. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or

claims as may be created by this Settlement Agreement, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. By virtue of this Agreement, Plaintiffs and the State of California shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released PAGA Claims. The res judicata effect of the Judgment will be the same as that of the Release of Released PAGA Claims. The Released Parties shall be entitled to a release of Released PAGA Claims which occurred during the PAGA Period only during such time that the PAGA Member was classified as non-exempt, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period.

55. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or more of Class Members opt out of the settlement. Defendants must exercise this right of rescission in writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is exercised, then Defendants will be solely responsible for all Settlement Administration Costs incurred to the date of rescission.

56. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a

1 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
2 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
3 Class Member shall not participate in or be bound by the Settlement.

4 57. Certification Reports Regarding Individual Settlement Payment Calculations. The
5 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
6 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
7 the Settlement, and whether any Class Member has submitted a challenge to any information contained
8 in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement
9 Administrator will provide to counsel for both Parties any updated reports regarding the administration
10 of the Settlement Agreement as needed or requested.

11 58. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
12 of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class
13 Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and
14 (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
15 services performed in connection with the Settlement.

16 59. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment
17 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
18 more than one hundred and eighty (180) calendar days after issuance will be tendered pursuant to Code
19 of Civil Procedure section 384 to The Justice Gap Fund maintained by The State Bar of California
20 ("JGF"). The Parties do not have a connection to or a relationship with JGF that could reasonably create
21 the appearance of impropriety as between the selection of JGF as the recipient of the unclaimed residuals
22 and the interests of the class.

23 60. Certification of Completion. Upon completion of administration of the Settlement, the
24 Settlement Administrator will provide a written declaration under oath to certify such completion to the
25 Court and counsel for all Parties.

26 61. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
27 be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be
28 allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be

allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

62. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

63. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard.

64. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE

1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
2 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
3 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
4 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
5 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
6 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
7 AGREEMENT.

8 65. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
9 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
10 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
11 action or right herein released and discharged.

12 66. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
13 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
14 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
15 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
16 likewise be treated as void from the beginning.

17 67. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
18 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
19 Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)
20 preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness
21 hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class
22 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
23 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
24 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for
25 drafting all documents necessary to obtain preliminary approval. Class Counsel will provide the
26 proposed motion for preliminary approval and proposed order to be filed with the court to Defendants'
27 counsel for review and approval no less than one week prior to the deadline for filing the motion.

28 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the

1 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
2 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
3 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
4 the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the Labor and
5 Workforce Development Agency Payment; (e) all Settlement Administration Costs. Class Counsel will
6 be responsible for drafting all documents necessary to obtain final approval. . Class Counsel will provide
7 the proposed motion for final approval and proposed order to be filed with the court to Defendants'
8 counsel for review and approval no less than one week prior to the deadline for filing the motion. Class
9 Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the
10 final approval hearing.

11 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
12 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
13 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
14 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
15 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as
16 set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement
17 Administrator's website.

18 70. Release by Plaintiff Rodriguez. Upon the Funding Date, and in addition to the claims
19 being released by all Participating Class Members, Plaintiff Rodriguez will release and forever discharge
20 the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and
21 unknown, asserted and not asserted, which Plaintiff Rodriguez has or may have against the Released
22 Parties as of the date of execution of this Settlement Agreement ("Rodriguez General Release"). To the
23 extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar
24 provisions of other applicable law may apply, Plaintiff Rodriguez expressly waives any and all rights and
25 benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar
26 provisions of applicable law which are as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

1 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
2 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
3 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
4 PARTY.

5 Plaintiff Rodriguez may hereafter discover claims or facts in addition to, or different from, those
6 which he knows or believes to exist, but upon the Funding Date he expressly agrees to fully and finally
7 settle and release any and all claims against the Released Parties, known or unknown, suspected or
8 unsuspected, which exist or may exist on his behalf against any of the Released Parties at the time of the
9 execution of this Settlement Agreement, including, but not limited to, any and all claims relating to or
10 arising from Plaintiff Rodriguez's employment with Defendants. The Parties further acknowledge,
11 understand and agree that this representation and commitment is essential to the Settlement Agreement
12 and that this Settlement Agreement would not have been entered into were it not for this representation
13 and commitment.

14 71. Release by Plaintiff Gomez. Upon the Funding Date, and in addition to the claims being
15 released by all Participating Class Members, Plaintiff Gomez will release and forever discharge the
16 Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and
17 unknown, asserted and not asserted, which Plaintiff Gomez has or may have against the Released Parties
18 as of the date of execution of this Settlement Agreement, with the following exception—any and all
19 claims or causes of action which are alleged in the correspondence from Mr. Gomez's counsel to
20 Christopher W. Decker, dated May 29, 2025 (the "Claim Letter"), and which arise from or relate to the
21 facts set forth in that Claim Letter ("Gomez General Release"). To the extent the foregoing release is a
22 release to which Section 1542 of the California Civil Code or similar provisions of other applicable law
23 may apply, Plaintiff Gomez expressly waives any and all rights and benefits conferred upon them by the
24 provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are
25 as follows:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
27 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
28 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE

1 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
2 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
3 PARTY.

4 Plaintiff Gomez may hereafter discover claims or facts in addition to, or different from, those
5 which he knows or believes to exist, but upon the Funding Date he expressly agrees to fully and finally
6 settle and release any and all claims against the Released Parties, known or unknown, suspected or
7 unsuspected, which exist or may exist on her behalf against any of the Released Parties at the time of the
8 execution of this Settlement Agreement, including, but not limited to, any and all claims relating to or
9 arising from Plaintiff Gomez's employment with Defendants. The Parties further acknowledge,
10 understand and agree that this representation and commitment is essential to the Settlement Agreement
11 and that this Settlement Agreement would not have been entered into were it not for this representation
12 and commitment.

13 For the avoidance of doubt, excluded from this release are any and all claims or causes of action
14 which are alleged in the correspondence from Mr. Gomez's counsel to Christopher W. Decker, dated
15 May 29, 2025 (the "Claim Letter"), and which arise from or relate to the facts set forth in that Claim
16 Letter.

17 72. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
18 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
19 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

20 73. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
21 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
22 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
23 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
24 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
25 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
26 contradict the terms of this Settlement Agreement.

27 74. Amendment or Modification. No amendment, change, or modification to this Settlement
28 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved

1 by the Court.

2 75. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
3 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
4 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
5 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
6 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
7 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
8 reach agreement on the form or content of any document needed to implement the Settlement, or on any
9 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
10 may seek the assistance of the Court to resolve such disagreement.

11 76. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
12 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13 77. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
14 will be governed by and interpreted according to the laws of the State of California without regard to its
15 conflict of law principles.

16 78. Execution and Counterparts. This Settlement Agreement is subject only to the execution
17 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
18 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
19 copies of the signature page, will be deemed to be one and the same instrument.

20 79. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
21 Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at
22 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
23 account all relevant factors, present and potential. The Parties further acknowledge that they are each
24 represented by competent counsel and that they have had an opportunity to consult with their counsel
25 regarding the fairness and reasonableness of this Settlement.

26 80. Invalidity of Any Provision. Before declaring any provision of this Settlement
27 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
28 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement

valid and enforceable.

81. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

82. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

83. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

84. No Public Comment: Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential class

1 members and as shall be contractually required to effectuate the terms of the Settlement. For the
2 avoidance of doubt, this section means Plaintiffs and Class Counsel agree not to issue press releases,
3 communicate with, or respond to any media or publication entities, publish information in manner or
4 form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video,
5 recording or any other medium, with any person or entity concerning the Settlement, including the fact
6 of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be
7 contractually required to effectuate the terms of the Settlement. However, for the limited purpose of
8 allowing Class Counsel to prove adequacy as class counsel in other actions, or to seek approval of other
9 settlements, Class Counsel may disclose information available in the public record about the Actions and
10 settlement.

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

14 86. Enforcement Actions. In the event that one or more of the Parties institutes any legal
15 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
16 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
17 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
18 expert witness fees incurred in connection with any enforcement actions.

19 87. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
20 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
21 more strictly against one party than another merely by virtue of the fact that it may have been prepared
22 by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations
23 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

24 88. Representation By Counsel. The Parties acknowledge that they have been represented
25 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
26 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
27 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

28 89. All Terms Subject to Final Court Approval. All amounts and procedures described in

this Settlement Agreement herein will be subject to final Court approval.

90. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

91. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

92. Plaintiffs Are Less Than 40 Years Old. Plaintiff Rodriguez and Plaintiff Gomez each represent and warrant that, at the time they last worked for Defendants, they were younger than 40 years old. Plaintiff Rodriguez and Plaintiff Gomez each understand and agree that this representation and warranty is a material term of this Settlement Agreement and that, had they not provided this representation and commitment, Defendants would have required other terms to ensure a valid release of any claim for age discrimination under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.as amended by the Older Workers Benefit Protection Act.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

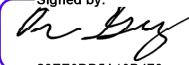
Dated: 3/3/2026

Signed by:

960B084B447946A...
Jose Rodriguez

PLAINTIFF

Dated: March 4, 2026

Signed by:

20EE0BDE6A10D470...
Oscar Gomez

DEFENDANTS NUTRIEN AG SOLUTIONS, INC. AND NUTRIEN US LLC

Dated: _____

Please Print Name of Authorized Signatory

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90. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

91. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Jose Rodriguez

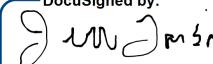
PLAINTIFF

Dated: _____

Oscar Gomez

**DEFENDANTS NUTRIEN AG SOLUTIONS,
INC. AND NUTRIEN US LLC**

Dated: 23-Mar-2026

DocuSigned by:


Please Print Name of Authorized Signatory

Exhibit A

Rodriguez v. Nutrien Ag Solutions, Inc., No. 24CV06119
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SANTA BARBARA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

To: All current and former non-exempt employees who worked for Defendants Nutrien Ag Solutions, Inc. and Nutrien US LLC (“Defendants”), or a predecessor entity within the State of California at any time during the period from June 8, 2023 through [the earlier of: (a) the date of preliminary approval of the settlement, or (b) July 12, 2025], and who reside in California. (“Class Members”).

All current and former non-exempt employees who worked for Nutrien Ag Solutions, Inc., Nutrien US LLC, or a predecessor entity within the State of California at any time during the period from November 8, 2023 through [the earlier of: (a) the date of preliminary approval of the settlement, or (b) July 12, 2025], and who reside in California. (“PAGA Members”).

On _____, the Honorable James F. Rigali of the Santa Barbara County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _:00 _m. on _____, 2025 in Department 2 of the Santa Barbara County Superior Court located at 312 East Cook Street, Building E, Santa Maria, California 93454.

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendants based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don’t want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE] in Department 2 of the Santa Barbara County Superior Court located at 312 East Cook Street, Building E, Santa Maria, California 93454. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiffs Jose Rodriguez and Oscar Gomez, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements and failure to maintain payroll records; (5) unfair business practices that could have been premised on the preceding claims, rights, demands, liabilities, and causes of action; (6) failure to provide written notice of information material to Plaintiff’s and class members’ employment with Defendants in violation of Labor code section 2810.5(a)(1)(A)-(C); (7) failure to pay sick pay at the regular rate of pay in violation of Labor Code section 246; (8) any other claims or penalties under the wage and hour laws pleaded in the Actions; and (9) all damages, penalties, interest and other amounts recoverable for the preceding claims, rights, demands, liabilities and causes of action

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On April 11, 2025, the parties participated in a mediation with Daniel Turner, Esq., an experienced and well-respected class action mediator. With Mr. Turner’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and Lavi & Ebrahimian, LLP (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$935,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each, to Jose Rodriguez and Oscar Gomez for their services on behalf of the class, and for general releases; (3) \$311,667 in attorneys' fees and up to \$20,000 in litigation costs and expenses; (4) a \$40,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$26,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$14,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$15,000. After deducting the above payments, a total of approximately \$548,333 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$14,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member from June 8, 2023 through [the earlier of: (a) the date of preliminary approval of the settlement, or (b) July 12, 2025] ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants' records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ ____.

Payments from PAGA Fund. Defendants will calculate the total number of Workweeks worked by each PAGA Member November 8, 2023 through [the earlier of: (i) the date of preliminary approval of the settlement, or (ii) July 12, 2025] ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ _____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o _____

Fax No. _____

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendants fully fund the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action, whether known or unknown, that were alleged in the Second Amended Complaint the Action, or which could have been alleged by reason of or in connection with any matter or fact set forth or referred to in the Second Amended Complaint, including claims for the: (a) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (b) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (c) failure to pay all and overtime wages due; (d) failure to pay all minimum wages due; (e) failure to provide complete, accurate or properly formatted wage statements and failure to maintain payroll records; (f) failure to pay all wages timely at the time of termination; (g) failure to pay all wages timely during employment; (h) unfair business practices that could have been premised on the preceding claims, rights, demands, liabilities, and causes of action; (i) failure to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of Labor code section 2810.5(a)(1)(A)-(C); (j) failure to pay sick pay at the regular rate of pay in violation of Labor Code section 246; (k) any other claims or penalties under the wage and hour laws pleaded in the Actions; and (l) all damages, penalties, interest and other amounts recoverable for the preceding claims, rights, demands, liabilities and causes of action.

Released PAGA Claims: All claims, rights, demands, liabilities, or causes of action for PAGA civil penalties that were alleged in Plaintiff's initial PAGA letter or any amended PAGA letter, or which could have been alleged by reason of or in connection with any matter or fact set forth or referred to in Plaintiff's initial PAGA letter or in any amended PAGA letter.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Settlement Administrator
c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2026. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2026, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2026. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Santa Barbara and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******