

**LABOR CODE PRIVATE ATTORNEYS GENERAL ACT AND CLASS ACTION
SETTLEMENT AND RELEASE AGREEMENT**

This Labor Code Private Attorneys General Act and Class Action Settlement and Release Agreement (“PAGA/Class Agreement”) is entered into, on the one hand, by Plaintiffs Robert Bankwitz and William Jacobo, on their own behalf, on behalf of the State of California, and on behalf of all other current and former similarly situated Ecolab Inc. employees in the State of California, and, on the other hand, Defendant Ecolab Inc. (“Ecolab”). Bankwitz, Jacobo, and Ecolab are collectively referred to in this PAGA/Class Agreement as the “Parties.” This PAGA/Class Agreement is made and entered into as part of and consistent with the terms of the Confidential Global Settlement Agreement between the Parties (the “Global Agreement”), and is contingent on full execution of the Global Agreement.

By way of this PAGA/Class Agreement, the Parties seek to settle the action captioned *Bankwitz v. Ecolab Inc.*, Case No. 3:17-cv-02924-EMC in the Northern District of California (the “*Bankwitz Action*”), and each and every individual lawsuit, claim and arbitration demand that has been or could have been filed by any PAGA Member (defined below) or any member of the Non-Claimant Settlement Class (defined below), including all federal, state and local wage and hour claims alleged or that could have been alleged therein, pursuant to the terms and conditions set forth in this PAGA/Class Agreement.

I. Definitions

A. “PAGA Members” means current and former Ecolab employees who worked as Territory Managers (“TMs”) and/or Hospitality Territory Managers (“HTMs”) and/or Territory Sales Representatives (“TSRs”) in California from May 18, 2016 through the date of preliminary approval (“PAGA Period”) and who are represented by Bankwitz as potential aggrieved employees in the PAGA claim in the *Bankwitz Action*. There are approximately 231 PAGA Members.

B. “Non-Claimant Settlement Class Members” means named Plaintiffs Bankwitz and Jacobo and all other current and former Ecolab employees who worked as TMs and/or HTMs and/or TSRs in California at any time from May 22, 2013 through the date of preliminary approval of the PAGA/Class Agreement in the *Bankwitz Action* (the “Class Period”), except those who: (i) filed an arbitration complaint asserting the same or similar claims as Bankwitz and Jacobo that is presently pending and has not been adjudicated to a final award, dismissed, or resolved by an offer of compromise; (ii) accepted an offer of settlement of their individual claims and released their wage and hour claims against Ecolab; (iii) are individually represented by Plaintiffs’ Counsel for purposes of pursuing their individual wage and hour claims but have not filed an arbitration complaint; or (iv) were hired as a TSR on or after January 5, 2020, and did not hold a TM or HTM position between May 22, 2013 and January 4, 2020. “Non-Claimant Settlement Class Members” excludes any individual who participated in the settlement of the case entitled *Martino v. Ecolab*, U.S. District Court for the Northern District of California, Case No. 5:14-cv-04358, and whose claims are completely barred by the *Martino* settlement. There are approximately 52 Non-Claimant Settlement Class Members.

C. “Class Counsel” and “Plaintiffs’ Counsel” refer interchangeably to: Daniel Palay and Brian Hefelfinger of Palay Hefelfinger APC; Alejandro Gutierrez of Hathaway, Perrett, Webster, Powers, Chrisman & Gutierrez APC; and Michael Strauss and Andrew Ellison of Strauss & Strauss APC.

II. PAGA/Class Settlement Amount

A. Ecolab’s obligation to pay Bankwitz and Jacobo (as Class Representatives), Non-Claimant Settlement Class Members, Class Counsel, the California Labor and Workforce Development Agency (“LWDA”), PAGA Members, and the Claims Administrator, shall not exceed a total gross amount of Two Million Five Hundred Fifty Thousand Dollars (\$2,550,000.00) (the “PAGA/Class Settlement Amount”).

1. The PAGA/Class Settlement Amount includes all payments to Class Counsel for fees and costs, service payments to Bankwitz and Jacobo, settlement administration costs, payments to PAGA Members, payments to the LWDA, and all payments to the Non-Claimant Settlement Class members in full satisfaction of their wage and hour claims. By way of example only, and without limitation, the PAGA/Class Settlement Amount is inclusive of any fees and costs incurred in connection with the petitions to confirm arbitrator awards filed in the *Bankwitz* Action on behalf of Bankwitz and Jacobo or any other individual represented by Plaintiffs’ Counsel. The PAGA/Class Settlement Amount is inclusive of all other attorneys’ fees and costs incurred by Plaintiffs and Plaintiffs’ Counsel (other than costs and fees paid to the AAA for arbitration services), and Plaintiffs will not separately seek any costs or fees from Ecolab relating to any court case or arbitration that is pending or previously filed, resolved, or adjudicated through a final award, and will not seek any costs or fees on behalf of any other individual represented by Plaintiffs’ Counsel whose claims are being resolved in this settlement.

2. The only amounts Ecolab shall pay in addition to the PAGA/Class Settlement Amount are Ecolab’s share of employer-side payroll taxes due on the individual settlement payments to Non-Claimant Settlement Class Members.

3. Ecolab will be responsible for its own fees and costs incurred in the arbitrations and under this PAGA/Class Agreement.

III. Provisional Approval of the PAGA and Non-Claimant Settlement Class Claims

A. PAGA Members. Subject to the Court’s approval, Two Hundred Thousand Dollars (\$200,000.00) (the “PAGA Penalties Portion”) will be allocated from the PAGA/Class Settlement Amount as the payment required for settlement of claims under PAGA, and this amount will be designated as satisfaction of the PAGA claims in the *Bankwitz* Action. This PAGA/Class Agreement is not contingent upon court approval of the specific amount of the PAGA Penalties Portion, and a Court order approving a lesser or greater amount shall not invalidate the PAGA/Class Agreement, except that the Court has no power to award a PAGA Penalties Portion that would result in an increase of the PAGA/Class Settlement Amount. Pursuant to PAGA, 75% of the approved PAGA Penalties Portion (\$150,000.00) shall be paid to the LWDA (“LWDA Penalty Portion”), and 25% (\$50,000.00) will be distributed to PAGA

Members (“PAGA Member Portion”). The Claims Administrator shall be responsible for distributing the PAGA Penalties Portion, including distributing the LWDA Penalty Portion to the LWDA and the PAGA Member Portion to the PAGA Members.

B. Non-Claimant Settlement Class. The amount of the PAGA/Class Settlement Amount remaining after the Court-approved deductions for the PAGA Penalties Portion, payments to Class Counsel pursuant to this Agreement, service payments to Bankwitz and Jacobo, and settlement administration costs shall be referred to on this Agreement as the “Non-Claimant Settlement Class Portion.” The Non-Claimant Settlement Class Portion is the amount from which all Non-Claimant Settlement Class Members shall be paid.

C. Provisional Judicial Approval. The Parties agree that they will jointly seek the Court’s approval of the settlement of the claims of the PAGA Members and Non-Claimant Settlement Class Members as follows.

1. For settlement purposes only, Ecolab will stipulate to the filing of a fourth amended complaint in the *Bankwitz* Action, which shall be strictly limited to those amendments necessary to secure preliminary and final approval of the settlement, consistent with the terms herein including the scope of the releases in Paragraphs XV and XV.A below, and to the certification of the Non-Claimant Settlement Class, which will be defined as follows:

Named Plaintiffs Bankwitz and Jacobo and all other current and former Ecolab employees who worked as TMs and/or HTMs and/or TSRs in California at any time from May 22, 2013 through the date of preliminary approval of the PAGA/Class Agreement, except those who: (i) filed an arbitration complaint asserting the same or similar claims as Bankwitz and Jacobo that is presently pending and has not been adjudicated to a final award, dismissed, or resolved by an offer of compromise; (ii) accepted an offer of settlement of their individual claims and released their wage and hour claims against Ecolab; (iii) are represented by Plaintiffs’ Counsel for purposes of pursuing their individual wage and hour claims but have not filed an arbitration complaint; or (iv) were hired as a TSR on or after January 5, 2020, and did not hold a TM or HTM position between May 22, 2013 and January 4, 2020. “Non-Claimant Settlement Class Members” excludes any individual who participated in the settlement of the case entitled *Martino v. Ecolab*, U.S. District Court for the Northern District of California, Case No. 5:14-cv-04358, and whose claims are completely barred by the *Martino* settlement.

2. Bankwitz and Jacobo will be the class representatives for the Non-Claimant Settlement Class. Ecolab’s agreement to certification for settlement purposes is in no way an admission that class certification is proper for litigation purposes, and evidence of this limited stipulation will not be deemed admissible in this or any other proceeding except for purposes of effectuating settlement. Bankwitz and Jacobo will file a stipulation and proposed fourth amended complaint within **10 calendar days** of the execution of this PAGA/Class Agreement. Class Counsel will provide Ecolab a copy of the draft

stipulation and fourth amended complaint for approval at least **three calendar days** before the filing deadline. Ecolab will not unreasonably withhold its approval.

3. Within **30 calendar days** of the execution of this PAGA/Class Agreement, and subject to the Court having granted the stipulation to file a fourth amended complaint, Class Counsel shall move the court in the *Bankwitz* Action (the “Court”) to enter an order as to all the following:

- a) Preliminarily certifying, for settlement purposes only, a Non-Claimant Settlement Class comprising the Non-Claimant Settlement Class Members;
- b) Preliminarily appointing, for settlement purposes only, as Class Counsel: Hathaway, Perrett, Webster, Powers, Chrisman & Gutierrez; Palay Hefelfinger; and Strauss & Strauss;
- c) Preliminarily appointing, for settlement purposes only, Bankwitz and Jacobo as Class Representatives of the Non-Claimant Settlement Class;
- d) Appointing and approving a third-party settlement administrator chosen by Ecolab to administer the settlement payment procedures required by this PAGA/Class Agreement (“Claims Administrator”), and preliminarily approving the settlement administration costs;
- e) Provisionally approving the resolution of the Non-Claimant Settlement Class claims and finding that the terms of this PAGA/Class Agreement are sufficient to warrant sending of notice to Non-Claimant Settlement Class Members preliminarily certified for settlement purposes;
- f) Approving the Notice of Proposed Settlement and Final Settlement Approval Hearing (the “Notice of Class Settlement”), and Opt-Out Form, collectively attached to this PAGA/Class Agreement as Exhibit A;
- g) Authorizing the mailing of the Notice of Class Settlement and accompanying forms to the Non-Claimant Settlement Class Members;
- h) Approving the settlement of the PAGA claims in the *Bankwitz* Action and the proposed PAGA Penalties Portion and payments to the LWDA and PAGA Members under California Labor Code section 2699(5)(1)(2); and
- i) Scheduling a hearing (the “Final Settlement Approval Hearing”), to occur within a reasonable period after the Response Deadline (defined below) has expired, in which the Court shall fully and finally approve the reasonableness of this PAGA/Class Agreement, enter final judgment on the *Bankwitz* Action, and permanently enjoin all Non-Claimant Settlement Class Members who have not timely opted out from this settlement from pursuing or seeking to reopen claims that are in any way related to those asserted in the *Bankwitz* Action (collectively, “Final Approval,” to be memorialized in the “Final Approval Order”).

4. Class Counsel shall provide Ecolab with a draft of the motion specified in Paragraph 3, as well as drafts of any filings submitted in connection with the Final Settlement Approval Hearing or any post-approval proceedings the Court may require, for review and approval at least **five calendar days** before filing any such documents with the Court. Ecolab shall not unreasonably withhold its approval. Class Counsel shall provide Ecolab with the final version of the motion specified in Paragraph 3, as well as final versions of any papers submitted in connection with preliminary or final settlement approval, approval hearings, or post-approval proceedings the Court may require, for review at least **one calendar day** before filing any such documents with the Court.

5. The Stipulation and Motion to be filed by Class Counsel under this Section will not disclose the terms or amounts of any other individual settlement agreement between Ecolab and any TM and/or HTM, but will describe only those terms of the settlement for which the Parties will seek judicial approval (i.e., the settlement terms applicable to the Non-Claimant Settlement Class and the PAGA Members). If, however, the Court requires information concerning the terms or amounts of any other individual settlement agreement between Ecolab and any TM and/or HTM or the other terms of the Confidential Global Settlement Agreement, the Parties will jointly file an administrative motion to provide such information under seal to keep confidential the portions of the settlement that are not subject to public filing or judicial approval.

6. Bankwitz and Jacobo will be responsible for providing notice of this settlement to the LWDA under California Labor Code section 2699(i). Such notice will be provided to the LWDA within **10 calendar days** of the execution of this PAGA/Class Agreement.

D. Calculation of Settlement Payments to Non-Claimant Settlement Class Members and PAGA Members. The Claims Administrator will be responsible for calculating the individual settlement payments to Non-Claimant Settlement Class Members and PAGA Members. Ecolab's records shall be determinative for this purpose. The Claims Administrator shall calculate the payments using the following methodology:

1. Each Non-Claimant Settlement Class Member shall be allocated a share of the Non-Claimant Settlement Class Portion based upon his/her workweeks and his/her eligibility to recover a potential Labor Code § 203 penalty based on former employee status (the "203 Factor"). In addition, a base (minimum) settlement payment floor of \$500 is applicable, so that under all circumstances each and every Non-Claimant Settlement Class Member shall receive at least \$500. Accordingly, each payment to an individual Non-Claimant Settlement Class Member shall be determined by allocating that individual's *pro rata* share of "Qualifying Workweeks," then by allocating a single \$2,500 203 Factor to each eligible terminated/resigned individual, all subject to a \$500 base payment floor. "Qualifying Workweeks" means the individual Non-Claimant Settlement Class Member's active workweeks during the Class Period, less any workweeks released as a class member in the *Martino* settlement, workweeks that occurred during any period covered by a final arbitration award (if the Non-Claimant Settlement Class Member adjudicated claims in a prior arbitration) and workweeks covered by a section 998 offer of compromise (if the Non-Claimant Settlement Class Member accepted a section 998 offer of compromise to resolve an arbitration complaint),

divided by the total Qualifying Workweeks based on available Ecolab payroll data applicable to the entire Non-Claimant Settlement Class.

2. Each PAGA Member, including Non-Claimant Settlement Class Members who are also PAGA Members, shall receive a pro rata portion of the amount of the PAGA Member Portion based on their pro rata share of active workweeks (*i.e.*, the individual PAGA Member's active workweeks during the PAGA Period divided by the total active workweeks based on available Ecolab payroll data applicable to the entire group of PAGA Members).

IV. Class Action Fairness Act ("CAFA") Notice

A. No later than **10 calendar days** following the filing of the Motion for Preliminary Approval, the Claims Administrator shall provide notice of this Settlement Agreement to the United States Attorney General, the Attorney General of the State of California, and the Attorneys General of all states in which Non-Claimant Settlement Class Members reside based on the last known mailing address in Ecolab's HR system of record. The CAFA Notice shall include the following to the extent available:

1. A copy of the complaint and any amendments to the *Bankwitz* complaint;
2. A schedule of upcoming hearing dates, if any, in the *Bankwitz* Action;
3. A copy of the Parties' proposed Notice;
4. A copy of this PAGA/Class Agreement;
5. A copy of any proposed final judgment or order of dismissal filed with the Court at the time of the motion for preliminary approval;
6. An estimate of the number of Non-Claimant Settlement Class Members who reside in the jurisdiction of the entity or agency receiving the notice;
7. The estimated proportionate share of the entire settlement being offered to the individuals who reside in the jurisdiction of the entity or agency receiving the notice; and
8. Any written judicial opinion or order of the Court relating to items (iii)-(v) above.

B. The parties agree that the process described in this Section IV complies with 28 U.S.C. § 1715. The parties will include a provision in the proposed final order and/or Final Judgment adjudicating the validity of the CAFA Notice and barring any Non-Claimant Settlement Class Member's claim to void or avoid the settlement under CAFA.

V. Notice of Class Settlement

A. The Claims Administrator shall be responsible for preparing, printing, and mailing to all Non-Claimant Settlement Class Members an individualized version of the Notice of Class

Settlement and Opt-Out Form approved by the Court, and such other materials as may be required to be distributed, all as approved and directed by the Court.

B. Within **25 calendar days** after entry of an order by the Court that includes all provisions identified in Section III. Ecolab shall review its records and provide to the Claims Administrator a list (or lists) reflecting the names, last-known addresses, and Social Security Numbers of all Non-Claimant Settlement Class Members, and such data or information necessary to calculate each person's individual settlement amount pursuant to Section III. The Claims Administrator shall keep contact information and social security numbers of the Non-Claimant Settlement Class Members strictly confidential, except as needed to verify their identity and contact information.

C. Within **15 calendar days** after receiving a list of Non-Claimant Settlement Class Members from Ecolab, the Claims Administrator shall conduct a national change of address search and thereafter send the Notice of Class Settlement and Opt-Out Form, to the appropriate address of each Non-Claimant Settlement Class Member by first class mail. It shall be presumed that each and every Non-Claimant Settlement Class Member whose Notice of Class Settlement is not returned to the Claims Administrator as undeliverable within **30 calendar days** after mailing, actually received the Notice of Class Settlement.

D. The Claims Administrator shall promptly re-mail any Notice of Class Settlement returned by the post office with a forwarding address. It shall be presumed that those Non-Claimant Settlement Class Members whose re-mailed Notice of Class Settlement is not returned to the Claims Administrator as undeliverable within **30 calendar days** after re-mailing, actually received the Notice of Class Settlement. The Claims Administrator shall take reasonable and necessary steps to re-mail Notices of Class Settlement returned by the post office as undeliverable without a forwarding address.

E. At least **10 calendar days** before the Final Settlement Approval Hearing, the Claims Administrator shall provide a declaration to be filed with the Court stating that Notices of Class Settlement and accompanying forms were mailed to all Non-Claimant Settlement Class Members as required by this PAGA/Class Agreement and reporting the number of opt-outs and objections received, if any.

F. The cost of the Claims Administrator attributable to the administration of the settlement of the PAGA/Class claims herein, including those costs incurred in mailing the Notice of Class Settlement and accompanying forms to the Non-Claimant Settlement Class Members as required by this PAGA/Class Agreement, will be paid from the PAGA/Class Settlement Amount.

VI. The Opt-Out Procedure

A. The Claims Administrator shall provide an Opt-Out Form to Non-Claimant Settlement Class Members with the Notice of Class Settlement. The deadline to submit an Opt-Out Form shall be **45 calendar days** from the original date that the Notice of Class Settlement was mailed, or **15 calendar days** from the date any Notice of Class Settlement was first re-mailed to a Non-Claimant Settlement Class Member (the "Response Deadline"). To be considered timely, the form must be returned by first class mail and be postmarked to the Claims Administrator at the address listed in the Notice of Class Settlement on or before the Response Deadline.

B. All Class Members who do not timely return completed Opt-Out Forms opting out of this PAGA/Class Agreement shall be bound by the terms and conditions of this PAGA/Class Agreement, and shall also be bound by any Court orders related to this PAGA/Class Agreement or the *Bankwitz* Action. A Non-Claimant Settlement Class Member shall not be entitled to opt out of the settlement established by this PAGA/Class Agreement unless he or she does all the following:

1. Completes the Opt-Out Form in its entirety or otherwise provides information enabling the identification of the person opting out;
2. Signs the Opt-Out Form under penalty of perjury; and
3. Returns the Opt-Out Form on or before the Response Deadline.

C. It shall be presumed that, if an Opt-Out Form is not postmarked and sent by first class mail before the Response Deadline, the Non-Claimant Settlement Class Member did not timely submit the form.

D. The Claims Administrator shall review each Opt-Out Form upon receipt for timeliness, completeness, and validity. If a returned form is defective or incomplete, the Claims Administrator will promptly notify the Non-Claimant Settlement Class Member of the defect or deficiency and permit the Non-Claimant Settlement Class Member **15 calendar days** from the date of the mailing of the deficient notice to cure the defect (the “Cure Deadline”) or the Response Deadline, whichever is later. Notwithstanding the foregoing, any returned form that is cured will not be considered effective unless: (i) the original returned form was postmarked or delivered before the Response Deadline; and (ii) the cured returned form was postmarked or delivered before the Cure Deadline. Non-Claimant Settlement Class Members shall only be permitted one opportunity to cure a defective Opt-Out Form.

E. The Claims Administrator shall provide the Parties with regular updates on the Opt-Out Forms received. Within **10 calendar days** after expiration of the Response Deadline or the last remaining Cure Deadline, whichever is later, the Claims Administrator shall provide to both Parties a list of all Non-Claimant Settlement Class Members who submitted valid Opt-Out Forms along with copies of those Forms.

F. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Non-Claimant Settlement Class Members to opt out of the PAGA/Class Agreement or to appeal from the Court’s Final Approval Order.

VII. Objecting to the Settlement

A. Non-Claimant Settlement Class Members who wish to object to the PAGA/Class Agreement may do so in writing by directing such objection to the Class Administrator within the Response Deadline via First-Class U.S. Mail or appearing at the Final Approval Hearing. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an objection is timely submitted. Any written objection to this PAGA/Class Agreement should contain the full name, home address, and telephone number of the individual objecting to the settlement; the last four digits of the objector’s social security number; a clear statement

explaining the legal and factual basis for the objection(s); identification of the objector's attorney (if any); a clear statement indicating whether the objector or a legal representative intends to appear at the Final Settlement Approval Hearing; and the case name and number. The objection must be signed by the objector. These instructions will be communicated on the Notice of Class Settlement.

B. Although it is preferred that Non-Claimant Settlement Class Members submit written objections, no objector shall be denied the ability to object at the Final Settlement Approval Hearing (whether individually or through counsel).

C. Non-Claimant Settlement Class Members who object to the PAGA/Class Agreement may still participate in the settlement. A Non-Claimant Settlement Class Member who objects to the PAGA/Class Agreement, but does not submit an Opt-Out Form, will remain a Non-Claimant Class Member. Accordingly, if the Court approves the PAGA/Class Agreement, such Non-Claimant Settlement Class Members will be bound by the terms of the PAGA/Class Agreement in the same way as those who do not object.

D. The Claims Administrator shall provide the Parties with regular updates on the objections received. Within **10 calendar days** after expiration of the Response Deadline or the last remaining Cure Deadline, whichever is later, the Claims Administrator shall provide to both Parties a list of all Non-Claimant Settlement Class Members who submitted valid objections along with copies of those objections.

E. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Non-Claimant Settlement Class Members to submit written objections to the PAGA/Class Agreement or to appeal from the Court's Final Approval Order and judgment thereon.

F. The settlement documented by this PAGA/Class Agreement is contingent upon entry of an order by the Court that contains each of the terms specified in Paragraph III.C.3, and the entry of the Final Approval Order. If such orders are not issued, the Parties will negotiate in good faith and attempt to get approval, including by revising terms of this PAGA/Class Agreement that address issues raised by the Court relating to approval. In the event approval is not granted even after the Parties have negotiated and re-filed a Motion for Preliminary Approval, Ecolab maintains sole discretion to either proceed or void the settlement. If Ecolab chooses to void the settlement, the *Bankwitz* Action and arbitrations shall revert back to their status quo as of the date this PAGA/Class Agreement is executed.

VIII. Tax Allocation

A. The individual settlement payments to Non-Claimant Settlement Class Members shall be allocated as follows: (i) 50% to wages; (ii) 25% to interest; and (iii) 25% to penalties, all of which will be statutory penalties other than the PAGA penalty portion. Individual payments made to PAGA Members shall consist solely of PAGA penalties. The portion of the PAGA penalties paid to the PAGA Members shall be \$50,000.00 in the aggregate, unless ordered otherwise by the Court. To the extent that any portion of the settlement payments could be considered an amount otherwise described in and potentially subject to Section 162(f)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), by reason of not qualifying for the

exception described in Section 162(f)(3) of the Code or otherwise, the Parties acknowledge and agree that all amounts described in the first sentence of this paragraph other than the PAGA penalties: (I) are not allocable or otherwise attributable to any claim made under PAGA; and (II) constitute restitution or remediation to the Non-Claimant Settlement Class Members, or otherwise amounts paid to come into compliance with law, for purposes of the exception described in Section 162(f)(2) of the Code. The portion of the settlement payment attributable to wages shall be subject to withholding, including federal and state income taxes. Non-Claimant Settlement Class Members, as applicable, and appropriate taxing authorities shall receive a Form W-2 statement or its equivalent for the wage portion of the settlement payment, and a Form 1099 for the interest and penalties portion of the settlement payment. The Claims Administrator shall notify Ecolab of its share of payroll taxes for the percentage of the gross amount allocated to wages.

B. The Claims Administrator will establish a “qualified settlement fund” within the meaning of Treasury Regulations § 1.468B-1, *et seq.* (“QSF”), to which Ecolab will pay the PAGA/Class Settlement Amount and the employer-portion share of taxes as set forth herein. In connection with Ecolab’s transfer of funds into the QSF, the following definitions will apply:

1. Ecolab will be a “transferor” within the meaning of Treasury Regulation § 1.468B-1(d)(1) to the QSF with respect to the amounts transferred;
2. The Claims 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(1)(2) or any other applicable law on or with respect to the QSF, and in accordance with this Settlement Agreement; and
3. Ecolab and the Claims Administrator shall reasonably cooperate in providing any statements 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).

C. The Claims Administrator shall promptly provide a current Internal Revenue Service (“IRS”) Form W-9 of the QSF to Ecolab.

IX. Final Settlement Approval Hearing

A. This PAGA/Class Agreement cannot become effective, and Ecolab shall have no obligation to make any settlement payment contemplated by this PAGA/Class Agreement, unless and until the Court conducts a Final Settlement Approval Hearing and enters a Final Approval Order, as described below, approving without modification all terms of this PAGA/Class Agreement.

B. Subject to Section III, Class Counsel shall be responsible for ensuring that at least the following documents are filed with the Court in advance of Final Settlement Approval Hearing:

1. A final report by the Claims Administrator including: (i) a declaration by the Claims Administrator confirming that the Notice of Settlement, and all other documents were timely mailed to Non-Claimant Settlement Class Members as required by this PAGA/Class Agreement; and (ii) the names of all persons who submitted timely and complete Opt-Out Forms;

2. A duly noticed motion, accompanying memorandum of points and authorities prepared by Class Counsel, and such other pleadings, evidence or other documents as may be necessary for the Court to determine that the settlement documented by this PAGA/Class Agreement is fair, adequate and reasonable;

3. An Order for the Court's signature approving each and every term of the settlement documented by this PAGA/Class Agreement as being fair, adequate and reasonable and entering final judgment in the *Bankwitz* Action.

C. Class Counsel shall also file with the Court a motion for an award of reasonable attorneys' fees in an amount not to exceed Seven Hundred Thirty-Five Thousand Dollars (\$735,000.00), which is 30% of the PAGA/Class Settlement Amount, a reasonable request for reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the *Bankwitz* Action not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00), and a request for payment to the Claims Administrator. This PAGA/Class Agreement is not contingent upon approval of the full amount of the requested fees and costs, and a Court order granting no attorneys' fees and/or costs or an attorneys' fee award and/or costs for a lesser amount than requested shall not invalidate the PAGA/Class Agreement. Fees and costs awarded to Class Counsel will be subject to allocation amongst counsel according to their agreement. An IRS Form 1099 and its state and local equivalents will be issued to Class Counsel for any awarded attorneys' fees and costs.

D. Class Counsel may request from the Court service payments for Bankwitz and Jacobo of no more than Twenty-Five Thousand Dollars (\$25,000.00) each to be paid from the PAGA/Class Settlement Amount. Any service payments awarded shall not be subject to withholding, and the Claims Administrator shall issue a Form 1099 for the payment. Bankwitz and Jacobo shall be solely responsible for paying any taxes and penalties on the service payment and shall defend, indemnify, and hold Ecolab and the Releasees (defined below) harmless from any claims, demands, actions, causes of action, losses, costs, attorneys' fees, penalties, or expenses arising from any classification of the service payment as taxable income. This PAGA/Class Agreement is not contingent upon approval of the full amount of the requested service payment, and a Court order granting no service payment or a service payment in a lesser amount shall not invalidate the PAGA/Class Agreement.

E. If the Court reduces the attorneys' fees or costs to Class Counsel or to the Claims Administrator or the service payments to Bankwitz or Jacobo, then the reduced money shall be distributed proportionally to Non-Claimant Settlement Class Members on a pro rata basis.

F. Class Counsel will provide Ecolab with copies of their motions for attorneys' fees and costs, payment to the Claims Administrator, and for service payments at least **five calendar days** before they are filed. Ecolab shall not unreasonably object to such motions.

X. Payment to Non-Claimant Settlement Class Members and PAGA Members

A. Ecolab shall not be obligated to make any settlement payments contemplated by this PAGA/Class Agreement unless and until the Agreement is approved and the Court has issued an order granting Final Approval of the settlement, and the settlement is “Final.” The settlement shall become “Final” upon the latest of the following dates, as applicable: (i) if any Non-Claimant Settlement Class Member files an objection regarding final approval of the PAGA/Class Agreement, and thereafter files any related appeal, the date that the appellate court renders a final ruling affirming the Court’s final approval of the PAGA/Class Agreement without material modification; (ii) if any Non-Claimant Settlement Class Member files an objection to the PAGA/Class Agreement, and does not file any related appeal, the date when the deadline for seeking appellate review of the Court’s final approval of the PAGA/Class Agreement has passed without the filing of a timely appeal or timely request for review; or (iii) if no objections are filed by any Non-Claimant Settlement Class Member to the PAGA/Class Agreement, the date that the Court enters its final approval order and a judgment of dismissal or the equivalent. The Parties waive their rights to bring an appeal relating to this PAGA/Class Agreement; provided, however, Plaintiffs may appeal any reduction to their request for attorneys’ fees.

B. No later than **20 calendar days** after the settlement has become Final as defined in Paragraph X.A above, Ecolab shall transfer the PAGA/Class Settlement Amount to the QSF established by the Claims Administrator (“Fund Transfer Date”).

C. Within **ten calendar days** after the Fund Transfer Date, the Claims Administrator shall mail the settlement payments by first class mail to each Non-Claimant Settlement Class Member and PAGA Member’s last known address.

1. Checks shall be valid for **180 calendar days** from the date of mailing.

2. It shall be presumed that each Non-Claimant Settlement Class Member or PAGA Member received his or her settlement payment on the date the payment was deposited in the United States mail, unless the payment is returned to the Claims Administrator within **30 calendar days** after mailing. Any check returned by the post office with a forwarding address will be re-mailed promptly by the Claims Administrator to that forwarding address. The Claims Administrator will take reasonable and necessary steps to locate the Non-Claimant Settlement Class Member or PAGA Member and to re-mail any checks returned by the post office as undeliverable. Non-Claimant Settlement Class Members or PAGA Members who do not cash their settlement checks within **180 calendar days** after mailing shall be deemed to have waived any right in or claim to a settlement payment, but shall be bound by this PAGA/Class Agreement and the release of claims provided herein and agreed to in connection with the PAGA/Class Agreement.

3. The funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 calendar days after issuance shall be retained by the Claims Administrator. Any amounts from settlement checks that remain uncashed and otherwise unclaimed shall be disbursed by the Claims Administrator to the California State Controller’s Unclaimed Property Fund.

D. If an appeal has been filed, Ecolab will have no obligation to issue any payments or checks identified in or required by this PAGA/Class Agreement until such appeal is finally resolved.

XI. Payment of Attorneys' Fees and Costs to Class Counsel

A. Within **ten calendar days** after the Fund Transfer Date, the Claims Administrator shall transfer from the QSF to Class Counsel the amounts ordered by the Court for all attorneys' fees and costs incurred in the *Bankwitz* Action.

XII. Service Payments to Bankwitz and Jacobo

A. Within **ten calendar days** after the Fund Transfer Date, the Claims Administrator shall transfer from the QSF to Bankwitz and Jacobo the amounts awarded by the Court for service payments. These Amounts shall be paid to "The Palay Hefelfinger Trust Account."

XIII. Payment to Labor And Workforce Development Agency

A. The Claims Administrator shall be responsible for making the payment to the LWDA within **ten calendar days** after the Fund Transfer Date.

XIV. Invalidation of Agreement for Failure to Satisfy Conditions

A. The terms and provisions of sections I through XVI.B of this PAGA/Class Agreement are not recitals, but are material contract terms. If any material terms or conditions set forth in sections I through XVI.B of this Agreement are not fully and completely satisfied, this PAGA/Class Agreement shall terminate at the election of the Parties and all terms of the PAGA/Class Agreement, including, but not limited to, the conditional certification of the class, payment of settlement amounts to Non-Claimant Settlement Class Members and PAGA Members, the payment of attorneys' fees and costs to Class Counsel, the service payments to Bankwitz and Jacobo, and the releases contained herein, shall be null and void. In such event, nothing in this PAGA/Class Agreement shall be used, construed or admissible as evidence by or against any party as a determination, admission, or concession of any issue of law or fact in the *Bankwitz* Action, or in any other proceeding for any purpose; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend the *Bankwitz* Action as if this PAGA/Class Agreement never existed.

XV. Releases, Representations and Warranties

A. Release of Claims by Non-Claimant Settlement Class Members. For all periods up to and including the date of Final Approval, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Non-Claimant Settlement Class Members whom the Claims Administrator certifies have not timely submitted full and complete Opt-Out Forms, and all 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 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 and all persons or entities acting by, through, under, or in concert with any of them, past and present (collectively, the “Released Parties”), both individually and collectively, from any and all federal, California state law, and local wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description, whether known or unknown, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, unpaid costs, penalties (including PAGA penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief. The claims released shall include, without limitation, known and unknown claims relating to any alleged underpayment of wages, retaliation, failure to pay minimum wages, failure to pay or correctly calculate regular and overtime wages, failure to provide meal or rest periods or premium compensation, failure to maintain accurate payroll records, failure to timely pay wages when due, failure to pay reporting time pay, failure to pay split shift wages, failure to reimburse business expenses, and any statutory and/or civil penalty claims including but not limited to claims for inaccurate wage statements, untimely or late pay, and underpayment of wages due at termination, which were or could have been asserted in the *Bankwitz* Action or individual arbitrations under any federal, state, or local statutes, Wage Orders, codes, or ordinances, to the extent permitted by applicable law.

B. PAGA Release. In consideration for the promises and payments provided for in this PAGA/Class Agreement, Bankwitz, Jacobo, all PAGA Members, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged Ecolab and the Released Parties from any and all PAGA claims that were asserted or could have been asserted in any LWDA Notice, pleading, or complaint filed in connection with the *Bankwitz* Action asserting claims for penalties under the PAGA, up until and including the date of Final Approval.

C. General Release by Bankwitz and Jacobo. In addition to the preceding paragraph, for all periods up to and including the date of Final Approval, Bankwitz and Jacobo, for themselves and also on behalf of their respective heirs, assigns, executors, administrators, and agents, past or present (collectively, their “Affiliates”), hereby fully and without limitation release and discharge the Released Parties from any and all claims related to their employment of whatever type, including but not limited to: any and all claims arising under the laws of the State of California, all claims raised or that could have been raised in the *Bankwitz* Action or individual arbitrations, and all other statutory, constitutional, contractual, and/or common law claims, including but not limited to claims for wages, damages, restitution, unreimbursed expenses, equitable 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), claims arising under Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. § 2000 et seq.; the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq., the False Claims Act, 31 U.S.C. § 3729 et seq., violation of any whistleblower, retaliation, privacy, or hostile work environment protection laws; the California Government Code; California Health and Safety

Code; California Fair Employment and Housing Act; California Family Rights Act; California Civil Code; the California or U.S. Constitution, or any other claim whatsoever arising out of their employment, other than those that cannot be released as a matter of law.

1. The general release of Bankwitz and Jacobo contained in Section XV, Paragraph C of this Agreement is subject to the terms of the Older Workers Benefit Protection Act of 1990 (the "OWBPA"). The OWBPA provides that an individual cannot waive a right or claim for employment discrimination in violation of the Age Discrimination in Employment Act (the "ADEA") unless the waiver is knowing and voluntary. Pursuant to the terms of the OWBPA, Bankwitz and Jacobo agree that they have executed this Agreement with full knowledge of its consequences. In addition, Bankwitz and Jacobo agree that: (i) this Agreement has been written in a manner that is calculated to be understood, and is understood by Bankwitz and Jacobo; (ii) the release provisions of this Agreement apply to any rights Bankwitz and Jacobo may have under the ADEA, including the right to file a lawsuit in state or federal court for age discrimination in violation of the ADEA; (iii) the release provisions of this Agreement do not apply to any rights or claims Bankwitz and Jacobo may have under the ADEA that arise after they execute this Agreement; (iv) Ecolab does not have a preexisting duty to provide Bankwitz and Jacobo with the benefits provided under this Agreement; (v) Bankwitz and Jacobo are represented by counsel in executing this Agreement, and acknowledge that they have been advised and given the opportunity to consult with their counsel, and have in fact consulted with their counsel prior to executing this Agreement; (vi) Bankwitz and Jacobo agree that they have been offered a period of at least 21 calendar days to consider this Agreement; and (vii) Bankwitz and Jacobo have the right to revoke Section XV, Paragraph C of this Agreement within seven calendar days after its execution. To revoke Section XV, Paragraph C of this Agreement, Bankwitz and Jacobo shall send written notice by the time period noted above by email to Ecolab's counsel, Mark Earnest at Jones Day, mearnest@jonesday.com. Bankwitz and Jacobo agree that, to the extent they revoke Section XV, Paragraph C of this Agreement pursuant to this paragraph, they shall not be entitled to receive any benefits provided in this Agreement, but that Ecolab shall still be able to enforce those provisions of the release in Section XV, Paragraph C unrelated to the ADEA to the extent permitted by law. Further, Bankwitz and Jacobo agree that, to the extent they revoke Section XV, Paragraph C of this Agreement, such revocation shall not apply to the remainder of this Agreement.

D. Section 1542 Statement.

1. Bankwitz and Jacobo acknowledge that they are aware of and familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

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.

2. With full awareness and understanding of the above provision, Bankwitz and Jacobo on behalf of themselves and their Affiliates hereby 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 XV. This release shall only apply to the claims set forth in paragraph C. above.

E. Representations and Warranties. Bankwitz and Jacobo hereby represent, covenant, 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 rights herein released and discharged. Bankwitz and Jacobo further agree that they shall not in any way hereafter commence, join, aid, or assist others in pursuing any claim, charge or action against any of the Released Parties for any acts or omissions released under this PAGA/Class Agreement.

F. Misrepresentation. Bankwitz and Jacobo understand that the facts with respect to which this PAGA/Class Agreement is entered into may be materially different from those the Parties now believe to be true. The Parties accept and assume this risk, and agree that this PAGA/Class Agreement, including specifically the releases contained herein, shall remain in full force and effect, and legally binding, notwithstanding the discovery or existence of any additional or different facts, or any claims with respect to those facts.

XVI. Confidentiality

A. Bankwitz, Jacobo, and Plaintiffs' Counsel agree that, other than as required to fulfill the terms of this PAGA/Class Agreement, they will not publicize or promote the terms of this PAGA/Class Agreement, the negotiations leading to the execution of this PAGA/Class Agreement, or the PAGA/Class Agreement itself to the media (including without limitation, any newspapers, magazines, and radio programs) or the legal community (including, without limitation, legal periodicals and publications, or the public at large) without the advance written consent of Ecolab or as required by the Court. The Parties further agree that the Notice of Settlement and the accompanying Opt-Out Form shall not be in any way posted on Class Counsel's website or any other Internet site unless required by the Court.

B. Notwithstanding the foregoing, Bankwitz, Jacobo, and/or Plaintiffs' Counsel: (1) may, in response to press inquiries, state that this action "has been resolved between the parties"; or (2) may disclose the terms of the PAGA/Class Agreement only as follows: (i) where required by law (e.g., income tax returns); or (ii) to accountants or other tax professionals for the purpose of preparing tax forms. Plaintiffs' Counsel may disclose, solely as part of the settlement approval process in a state or federal court, that they were class counsel in the *Bankwitz* Action, that a settlement was reached, the number of class members at issue, the nature of the claims that were litigated, and that the settlement in this matter was approved. The Parties intend this paragraph to prohibit Bankwitz, Jacobo, and Plaintiffs' Counsel from discussing, answering questions about, promoting or publicizing this PAGA/Class Agreement, its terms, or the negotiations leading to the PAGA/Class Agreement with anyone other than the Court or those individuals necessary to

effectuate the terms of the PAGA/Class Agreement unless they receive prior written consent from Ecolab.

XVII. Miscellaneous Provisions

A. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this PAGA/Class Agreement is a fair, adequate, and reasonable settlement of the *Bankwitz* Action and have arrived at this settlement after arm's-length negotiations and in the context of adversarial litigation, considering all relevant factors, present and potential, and will so represent to the Court. The Parties agree, covenant, and represent that this PAGA/Class Agreement shall constitute a compromise of, and full accord and satisfaction of disputed claims.

B. No Admission of Liability. Neither this PAGA/Class Agreement nor any documents relating to this settlement shall be construed as an admission of liability on the part of Ecolab. Ecolab specifically denies any liability to PAGA Members, including Bankwitz, Jacobo, and the Non-Claimant Settlement Class Members, and that it, or any of its officers, partners, employees, and/or agents has committed any wrongful acts against the PAGA Members, Bankwitz, Jacobo, Non-Claimant Settlement Class Members, or any other person at issue in the *Bankwitz* Action.

C. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this PAGA/Class Agreement, and that this PAGA/Class Agreement has been executed with the consent and advice of counsel. Further, Bankwitz and Jacobo warrant and represent that they are each fully authorized to enter into this PAGA/Class Agreement and the terms and conditions thereof, that there are no liens on the PAGA/Class Agreement, and that after entry by the Court of the orders specified in this PAGA/Class Agreement, the Claims Administrator may distribute funds to Non-Claimant Settlement Class Members, Class Counsel, PAGA Members, and Class Representatives as provided by this PAGA/Class Agreement.

D. Notice. All notices, requests, demands and other communications required or permitted to be given pursuant to this PAGA/Class Agreement shall be in writing and shall be delivered personally or by e-mail and first class mail to the undersigned persons at their respective addresses as set forth below:

Class Counsel:

Alejandro P. Gutierrez, SBN 107688
agutierrez@hathawaylawfirm.com
HATHAWAY, PERRETT, WEBSTER, POWERS,
CHRISMAN & GUTIERREZ, APC
5450 Telegraph Road, Suite 200
Ventura, CA 93006-3577
Tel: (805) 644-7111; Fax: (805) 644-8296

Daniel J. Palay, SBN 159348
djp@calemploymentcounsel.com
Brian D. Hefelfinger, SBN 253054
bdh@calemploymentcounsel.com
PALAY HEFELFINGER, APC
1746 S. Victoria Avenue, Suite 230

Ventura, CA 93003
Tel: (805) 628-8220; Fax: (805) 765-8600

Michael A. Strauss, SBN 246718
mike@strausslawyers.com
Andrew C. Ellison, SBN 283884
andrew@strausslawyers.com
STRAUSS & STRAUSS, APC
121 North Fir Street, Suite F
Ventura, CA 93001
Tel: (805) 641-6600; Fax: (805) 641-6607

Counsel for Ecolab Inc.:

JONES DAY
Michael J. Gray
Brent D. Knight
Mark E. Earnest
77 West Wacker, Suite 3500
Chicago, Illinois 60601
(312) 269-4096 (phone)
mjgray@jonesday.com
bdknight@jonesday.com
mearnest@jonesday.com

Claims Administrator:

As determined by Ecolab.

E. Incorporation by Reference. The terms of this PAGA/Class Agreement include the Recitals and the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this PAGA/Class Agreement are an integral part of the Agreement.

F. Captions. The captions and section numbers in this PAGA/Class Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this PAGA/Class Agreement.

G. Mutual Preparation. This PAGA/Class Agreement has been reviewed by the Parties and their counsel. The Parties have had a full opportunity to negotiate the terms and conditions of this PAGA/Class Agreement. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement, and agree, covenant, and represent that the language in all parts of this PAGA/Class Agreement shall be in all cases construed as a whole, according to its fair meaning.

H. Entire Agreement. This PAGA/Class Agreement, together with the Confidential Global Settlement Agreement executed by the Parties and exhibits thereto, comprises the Parties' entire agreement as to the subject matter hereof, and is contingent on full execution of the Global Agreement. The Parties acknowledge that no other representations, statements or promises made by any other party, or by their respective agents or attorneys, have been relied upon in entering into this PAGA/Class Agreement. The Parties explicitly recognize California Civil Code

Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of the Global Agreement and this PAGA/Class Agreement. Should any part of the PAGA/Class Agreement conflict with or contradict a provision or term of the Global Agreement, the terms of the Global Agreement shall govern.

I. Extension of Time. The Parties may, by mutual agreement, agree upon a reasonable extension of time for deadlines and dates reflected in this PAGA/Class Agreement, without further notice to the Court, subject to Court approval, as appropriate.

J. Amendment or Modification. This PAGA/Class Agreement may be modified or amended only if such modification or amendment is agreed to in writing and signed by the duly authorized representatives of the Parties hereto, which writing shall expressly state the intent of the Parties to modify this PAGA/Class Agreement.

K. Severability. The Parties to this PAGA/Class Agreement agree, covenant, and represent that each and every provision of this PAGA/Class Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each provision of this PAGA/Class Agreement shall be considered severable, except for the release provisions of Section XV of this PAGA/Class Agreement. If a court of competent jurisdiction finds the release provisions of this PAGA/Class Agreement to be unenforceable or invalid, then this PAGA/Class Agreement shall become null and void. If a court of competent jurisdiction finds any provision other than the release provisions of Section XV, or part thereof, to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this PAGA/Class Agreement shall remain in full force and effect.

L. Waiver. No waiver of any condition or covenant contained in this PAGA/Class 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. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this PAGA/Class Agreement shall not be deemed a waiver of any of the other provisions of this PAGA/Class Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of all of the provisions of this PAGA/Class Agreement.

M. Execution and Counterparts. This PAGA/Class Agreement, and any other documents required or contemplated to be executed to consummate this PAGA/Class Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this PAGA/Class Agreement. All counterparts of any such document together shall constitute one and the same instrument. Each individual signing below warrants that he or she has the authority to enter into this PAGA/Class Agreement on behalf of the party or parties for which that individual signs.

N. Binding on Successors and Assigns. This PAGA/Class Agreement shall be binding upon and shall inure to the benefit of the respective heirs, assigns, executors, administrators, successors, subsidiaries, divisions and affiliated corporations and partnerships, past and present, and trustees, directors, officers, shareholders, partners, agents and employees, past and present, of the Parties.

O. California Law Governs. All terms of this PAGA/Class Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

P. Cooperation in Administration. The Parties agree to fully cooperate with one another to accomplish the terms of this PAGA/Class Agreement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this PAGA/Class Agreement. The Parties shall cooperate in good faith in attempting to coordinate timelines and distribution schedules pursuant to this PAGA/Class Agreement, to minimize costs and promote the efficient administration of this settlement. The Parties shall use their best efforts, including all efforts contemplated by this PAGA/Class Agreement and any other efforts that may become necessary by order, suggestion, or recommendation of the Court, or otherwise, to effectuate this PAGA/Class Agreement and the terms set forth herein.

Q. All Terms Subject to Final Court Approval. All amounts and procedures described in this PAGA/Class Agreement herein will be subject to final Court approval.

R. Continuing Jurisdiction of the Court. Upon final approval by the Court or after the Final Settlement Approval Hearing, the Parties will present the Final Approval Order to the Court for its approval. After entry of the Final Approval Order, the Court will have continuing jurisdiction solely for purposes of addressing: (a) Non-Claimant Settlement Class administration matters; and (b) such post-Judgment matters as may be appropriate under court rules or as set forth in this PAGA/Class Agreement.

S. 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 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER

PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

THE UNDERSIGNED ACKNOWLEDGES THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

PLAINTIFFS

Dated: 11/3/2020 _____

DocuSigned by:
Robert Bankwitz
4448132BD85E4AF...
Robert Bankwitz _____

Dated: 11/3/2020 _____

DocuSigned by:
William Jacobo
67404E285522498...
William Jacobo _____

ECOLAB INC.

11/6/2020 | 4:18 PM EST
Dated: _____

Michael C. McCormick
Michael C. McCormick

Printed Name of Authorized Signatory

Approved as to form and content and agrees to be bound by the confidentiality provisions in the Agreement:

Dated: 11/3/2020 _____

**HATHAWAY, PERRETT, WEBSTER,
POWERS, CHRISMAN & GUTIERREZ A.P.C.**

DocuSigned by:

FC841100A94841A...
Alejandro Gutierrez
Attorneys for Plaintiffs

Dated: 11/3/2020 _____

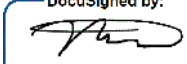
PALAY HEFELFINGER A.P.C.

DocuSigned by:

4C7DF31921874A9...
Dan Palay
Attorneys for Plaintiffs

Dated: 11/3/2020 _____

STRAUSS & STRAUSS A.P.C.

DocuSigned by:

4E085E3B5BAA479...
Michael Strauss
Attorneys for Plaintiffs

Dated: 11/9/2020 _____

JONES DAY

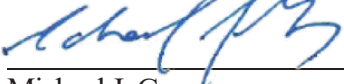

Michael J. Gray
Attorneys for Ecolab Inc.

Exhibit A

Notice of Proposed Settlement and Final Settlement Approval Hearing*Bankwitz v. Ecolab Inc.*

Case No. 3:17-cv-02924-EMC, Northern District of California

PLEASE READ THIS NOTICE CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT A CLASS AND REPRESENTATIVE ACTION SETTLEMENT THAT MAY AFFECT YOUR RIGHTS.

To: All current and former Ecolab employees who worked as Territory Managers (“TMs”) and/or Hospitality Territory Managers (“HTMs”) and/or Territory Sales Representatives (“TSRs”) in California at any time from May 22, 2013 through [date of preliminary approval], except those who: (i) filed an arbitration complaint asserting the same or similar claims as those asserted in the *Bankwitz* Action (defined below) that is presently pending and has not been adjudicated to a final award, dismissed, or resolved by an offer of compromise; (ii) accepted an offer of settlement of their individual claims and released their wage and hour claims against Ecolab; (iii) are represented by Class Counsel (defined below) for purposes of pursuing their individual wage and hour claims but have not filed an arbitration complaint; or (iv) participated in the settlement of the case entitled *Martino v. Ecolab*, U.S. District Court for the Northern District of California, Case No. 14-cv-04358-PSG, and whose claims are completely barred by the *Martino* settlement.

If you fit the description above, you are a class member and are eligible to take part in the class action settlement reached in the above-referenced civil action.

If you wish to participate in this Settlement, no further action is required. You will be automatically included in the Settlement and will receive an Individual Settlement Payment, if the Court grants final approval.

If you do **NOT** wish to participate, then you must take action by [Response Deadline], as described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	To receive your Individual Settlement Payment, you do not need to do anything. Your payment will be automatically mailed to you after the Court grants final approval of the Settlement and final judgment is entered.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You may request to be excluded from the Settlement if you do not wish to participate in the Settlement. If you request exclusion, you will not receive any Individual Settlement Payment under the Settlement. This is the only option that allows you to pursue your own claims (in your own lawsuit) against Ecolab about the legal claims in this case. If you want to exclude yourself from the Settlement, you must follow the instructions in Section VII and submit your request for exclusion to the Claims Administrator no later than [Response Deadline]. <i>Untimely requests for exclusion will be rejected.</i>
OBJECT TO THE SETTLEMENT	Submit written objections no later than [Response Deadline] if you think the Settlement is not fair. See Section VII for instructions on how to object to the Settlement. You may also speak in court about why you think the Settlement is not fair; it is not necessary for you to appear in court at the hearing, although you may do so if you wish.
CHANGE CONTACT INFO	Update your address with the Claims Administrator to ensure your check is sent to the correct address.

Questions? Please call Simpluris at 888-369-3780 or visit www.simpluris.com/case-information

Exhibit A

California law strictly prohibits retaliation for participating or electing not to participate in this Settlement. Ecolab will not take any adverse action against or otherwise target, retaliate, or discriminate against any individual because of the individual's participation or decision not to participate in this Settlement.

I. WHY DID I GET THIS NOTICE?

A class and representative action settlement has been reached between Plaintiffs Robert Bankwitz (“Bankwitz”) and William Jacobo (“Jacobo”) and Defendant Ecolab Inc. (“Ecolab”) (Plaintiffs and Ecolab are collectively referred to as the “Parties”) in the case entitled *Bankwitz v. Ecolab Inc.*, Case No. 3:17-cv-02924-EMC (“Action” or “Bankwitz Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the Settlement and scheduled a hearing on [redacted], 2021 at [redacted] .m., in Courtroom 5 of 450 Golden Gate Avenue, 17th Floor, San Francisco, CA 94102 (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the Settlement. The date of this Final Approval Hearing may change without further notice to you; you are advised to check the Court’s website or the website maintained by the Settlement Administrator (provided below) to confirm that the date has not changed.

This Settlement covers all “Settlement Class Members,” which is defined to include Bankwitz, Jacobo, and all other current and former Ecolab employees who worked as TMs and/or HTMs and/or TSRs in California at any time from May 22, 2013 through [date of preliminary approval] (the “Class Period”), except those who: (i) filed an arbitration demand asserting the same or similar claims as Bankwitz and Jacobo that is presently pending and has not been adjudicated to a final award, dismissed, or resolved by an offer of compromise; (ii) accepted an offer of settlement of their individual claims and released their wage and hour claims against Ecolab; or (iii) are represented by Class Counsel for purposes of pursuing their individual wage and hour claims. “Settlement Class Members” also does not include any individual who participated in the settlement of the case entitled *Martino v. Ecolab*, U.S. District Court for the Northern District of California, Case No. 14-cv-04358-PSG, and whose claims are completely barred by the *Martino* settlement. According to Ecolab’s records, you are a Settlement Class Member.

A Court authorized this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve it. This notice explains the Action, the terms of the Parties’ Settlement Agreement, your legal rights, the benefits that are available, and how to get them.

II. BACKGROUND OF THE ACTION

On May 22, 2017, Bankwitz and Jacobo filed a putative class action complaint against Ecolab alleging various statutory claims for violations of California’s Labor Code. The operative complaint in this case alleges claims for damages and penalties, including penalties pursuant to California’s Private Attorneys General Act (“PAGA”), arising out of allegations that Ecolab denied proper compensation as required by state and federal wage-and-hour laws, including overtime premium wages, minimum wages, reporting time pay, appropriate non-commission or at least minimum wage compensation for rest periods, failed to timely pay wages, and failed to provide accurate itemized wage statements pursuant to Labor Code section 226.

Ecolab denies all allegations in the Action and contends it complied with the California Labor Code and all other applicable laws. The Settlement is not an admission of any wrongdoing by Ecolab or an indication any law was violated. The Court has not ruled on the merits of the claims asserted in the Action. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

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Exhibit A

In preliminarily certifying the class for settlement purposes only and granting preliminary approval of the Settlement, the Court conditionally appointed: (i) Simpluris as the administrator of the Settlement (“Claims Administrator”); (ii) Plaintiffs Bankwitz and Jacobo as the representatives of the Settlement Class; and (iii) the following attorneys as counsel for the Settlement Class (“Class Counsel”): Hathaway, Perrett, Webster, Powers, Chrisman & Gutierrez; Palay Hefelfinger; and Strauss & Strauss.

III. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Ecolab. There was no trial in the *Bankwitz* Action. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Parties have concluded that it is in their respective best interests and the interests of the Settlement Class Members to settle the Action on the terms summarized in this notice.

This Settlement was reached after an exchange of extensive information in this Action and in related arbitration proceedings about the facts and legal arguments in support of, and against, all of the claims raised in the Action. Among the reasons in support of this Settlement are the defenses to liability potentially available to Ecolab, the inherent risk of trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Settlement Class Members under the Settlement.

IV. SUMMARY OF THE PROPOSED SETTLEMENT

If the Court grants final approval of the Settlement and a final judgment is entered, Ecolab will pay \$2,550,000.00 (referred to as the “Settlement Amount”). The Parties agreed to the following payments from the Settlement Amount, subject to Court approval:

Penalties to the California Labor Workforce and Development Agency and Private Attorneys General Act Aggrieved Employees. A total of \$200,000.00 will be paid in penalties under the PAGA (“PAGA Settlement Amount”). These penalties will be apportioned among the current and former Ecolab employees who worked as TMs and/or HTMs and/or TSRs in California from May 18, 2016 through [date of preliminary approval] (“PAGA Members”). Out of the \$200,000.00 in total PAGA penalties to be paid under this Settlement, 75% will be paid to the California Labor Workforce Development Agency and the remaining 25% will be distributed to the PAGA Members (including the Settlement Class Members who participate as PAGA Members).

Attorneys’ Fees and Costs, and Settlement Administration Costs. Class Counsel brought the lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. Class Counsel will file with the Court a motion for an award of reasonable attorneys’ fees in an amount that shall not exceed \$735,000.00, a reasonable request for reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Action that shall not exceed \$150,000.00, and a request for payment to the Claims Administrator.

Service Payment to the Class Representative. Class Counsel may ask the Court to award a service payment to Bankwitz and Jacobo of no more than \$25,000.00 each as compensation for their work and effort in prosecuting this case, for releasing their claims, and for undertaking the risks of payment of costs in the event of an unsuccessful outcome of this case.

Individual Settlement Payments to Settlement Class Members. The exact amount of attorneys’ fees, litigation costs, Class Representative service payments, settlement administration expenses, and the PAGA Settlement Amount will be determined by the Court at the Final Approval Hearing. The remaining portion of the Settlement Amount, the “Net Settlement Amount” or “NSA,” is estimated to be \$ [redacted]. The NSA will be paid to all Settlement Class Members who do not request to be excluded (“opt out”) of the Settlement. A claim form is not required.

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If the settlement is not approved by the Court or does not become final for some other reason, the litigation against Ecolab will continue.

V. HOW WILL INDIVIDUAL SETTLEMENT PAYMENTS BE CALCULATED?

Each Settlement Class Member who does not opt out will be paid a portion of the Net Settlement Amount. The amount that a Settlement Class Member will receive will be based upon his/her workweeks and his/her eligibility to recover a potential Labor Code § 203 penalty based on former employee status (the “203 Factor”). In addition, a base (minimum) settlement payment floor of \$500.00 is applicable, so that under all circumstances each and every Settlement Class Member shall receive at least \$500.00. Accordingly, each payment to an individual Settlement Class Member shall be determined by allocating that individual’s pro rata share of “Qualifying Workweeks,” then by allocating a single \$2,500.00 203 Factor to each eligible terminated/resigned individual, all subject to a \$500.00 base payment floor. “Qualifying Workweeks” means the individual Settlement Class Member’s active workweeks during the Class Period, less any workweeks released as a class member in the *Martino* settlement, workweeks that occurred during any period covered by a final arbitration award (if the Settlement Class Member adjudicated claims in a prior arbitration) and workweeks covered by a section 998 offer of compromise (if the Settlement Class Member accepted a section 998 offer of compromise to resolve an arbitration complaint), divided by the total Qualifying Workweeks based on available Ecolab payroll data applicable to the entire Settlement Class.

The Individual Settlement Payments will be reduced by applicable income withholdings and taxes as set forth in the Settlement Agreement.

If you are also a PAGA Member, you will also receive a pro rata portion of the amount of the PAGA Member Portion of the PAGA Settlement Amount based on your pro rata share of active workweeks (i.e., the individual PAGA Member’s active workweeks from May 18, 2016 through [date of preliminary approval]) divided by the total active workweeks based on available Ecolab payroll data applicable to the entire group of PAGA Members).

Your Individual Settlement Amount will vary depending on how many workweeks you were employed during the Class Period, and the number of Settlement Class Members who decide to opt-out, among other factors.

VI. WHAT AM I GIVING UP TO GET A SETTLEMENT PAYMENT?

If the Court approves the Settlement, the Court will enter judgment and the Settlement Agreement will bind all Settlement Class Members who have not timely opted out of the Settlement, and will bar all such class members from bringing certain claims against Ecolab as described below. Specifically, you will be giving up or “releasing” the claims described below:

Release of Claims: As more fully explained in the Settlement Agreement, for all periods up to and including the date of Final Approval, all Settlement Class Members whom the Claims Administrator certifies have not timely submitted full and complete Opt-Out Forms, and all their respective family, heirs, assigns, executors, administrators, agents and successors, past or present, fully and without limitation release, covenant not to sue, and forever discharge Ecolab 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 and all persons or entities acting by, through, under, or in concert with any of them, past and present (collectively, the “Released Parties”), both individually and collectively, from any and all federal, California state law, and local wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description, whether known or unknown, including, without limitation, statutory, constitutional, contractual, and/or common

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law claims for wages, reimbursements, damages, unpaid costs, penalties (including PAGA penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. The claims released shall include, without limitation, known and unknown claims relating to any alleged underpayment of wages, retaliation, failure to pay minimum wages, failure to pay or correctly calculate regular and overtime wages, failure to provide meal or rest periods or premium compensation, failure to maintain accurate payroll records, failure to timely pay wages when due, failure to pay reporting time pay, failure to pay split shift wages, failure to reimburse business expenses, and any statutory and/or civil penalty claims including but not limited to claims for inaccurate wage statements, untimely or late pay, and underpayment of wages due at termination, which were or could have been asserted in the *Bankwitz* Action or individual arbitrations under any federal, state, or local statutes, Wage Orders, codes, or ordinances, to the extent permitted by applicable law.

In addition, all PAGA Members, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged Ecolab and the Released Parties from any and all PAGA claims that were asserted or could have asserted in any LWDA Notice, pleading, or complaint filed in connection with the *Bankwitz* Action asserting claims for penalties under the PAGA, up until and including the date of Final Approval.

VII. WHAT ARE YOUR RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER?

Participate in the Settlement. If you want to participate in the Settlement and receive money from the Settlement, **you do not have to do anything.** You will automatically be included in the Settlement and be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon. As a Settlement Class Member, you will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

Exclude Yourself from the Settlement. If you wish to pursue a separate lawsuit against Ecolab for the claims asserted in this Action, or if you do not want to participate in the Settlement for other reasons, you must submit the attached form to the Claims Administrator asking to exclude yourself or "opt out" of the Settlement.

You must complete the Opt-Out Form that is enclosed with this Notice in its entirety and send it by first class mail to the Claims Administrator at: **Bankwitz v. Ecolab, P.O. Box 26170, Santa Ana, CA 92799**

The form must be sent by First-Class U.S. Mail and be postmarked on or before the deadline of **[Response Deadline]** to constitute an effective opt-out. No requests for exclusion postmarked after **[Response Deadline]** will be valid. Requests to opt out that do not include all required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Settlement Class Member who submits a valid and timely request for exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the non-PAGA portion of the Settlement, and will not have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Members who do not submit a valid and timely request for exclusion will be deemed participating Settlement Class Members and will be bound by all terms of the Settlement. Furthermore, even if you opt-out of the class settlement, you may still be a PAGA Member and will receive your individual share of the PAGA Settlement Amount, and will be bound by the release of PAGA claims as set forth in the Settlement Agreement.

Questions? Please call Simpluris at 888-369-3780 or visit www.simpluris.com/case-information

Exhibit A

Object to the Settlement. If you believe the Settlement is not fair, you can object to the Settlement and tell the Court you do not agree to some or all parts of it, as long as you have not submitted an Opt-Out Form. The Court will consider your views. To object, you must submit a written objection to the Court.

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement—the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Bankwitz v. Ecolab*, Case Number 3:17-cv-02924-EMC), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, San Francisco (<https://www.cand.uscourts.gov/about/locations/>), or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before **[RESPONSE DEADLINE]**. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an objection is timely submitted. Any written objection to this Agreement must contain the full name, home address, and telephone number of the individual objecting to the settlement; the last four digits of the objector's social security number; a clear statement explaining the legal and factual basis for the objection(s); identification of the objector's attorney (if any); a clear statement indicating whether the objector or a legal representative intends to appear at the Final Approval Hearing; and the case name and number (*Bankwitz v. Ecolab Inc.*, Case No. 3:17-cv-02924-EMC). **The objection must be signed by the objector.**

Appear at the Final Approval Hearing. The Court will hold a Final Approval Hearing on [REDACTED], at [REDACTED].m., in Courtroom 5 of 450 Golden Gate Avenue, 17th Floor, San Francisco, CA 94102. The hearing may be continued without further notice to Settlement Class Members. Before attending, please confirm the date of this hearing by contacting the Claims Administrator.

Update your contact information. If your mailing address has changed, or if any of your contact information changes before the final distribution of the Individual Settlement Payment, you are solely responsible for providing your updated information to the Claims Administrator. You can contact the Claims Administrator at any time at:

Simpluris

Address: Bankwitz v. Ecolab, P.O. Box 26170, Santa Ana, CA 92799

Phone: 888-369-3780

Website: www.simpluris.com/case-information (search for "Bankwitz v. Ecolab")

VIII. ADDITIONAL INFORMATION

The information provided in this Class Notice is only a summary of the proposed settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.simpluris.com/case-information (search for "Bankwitz v. Ecolab"), or you may contact the Claims Administrator (contact information listed above) or Class Counsel (contact information listed below), or access the Court docket in this case, for a fee, through the Court's PACER system available at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California in San Francisco (subject to COVID-19 protocols, information available here: <https://cand.uscourts.gov/>), during operating weekday hours, excluding Court holidays.

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Exhibit A

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**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE
ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.**

Exhibit A
Opt-Out Form

Please complete the form in its entirety and mail it via First-Class U.S. Mail to the following address:

Bankwitz v. Ecolab
P.O. Box 26170
Santa Ana, CA 92799

Case Name and Number: *Bankwitz v. Ecolab Inc.*, Case No. 3:17-cv-02924-EMC

Full Name: _____

Address: _____

Telephone Number: _____

Last four digits of your Social Security Number: _____

I attest under penalty of perjury that I am the individual whose information is listed above. By signing below, I am indicating that I **do not** wish to be included in the Settlement and to receive my share of the Settlement Payment.

Dated: _____

Signature: _____

IF AN OPT-OUT FORM IS NOT POSTMARKED AND SENT BY FIRST-CLASS U.S. MAIL BEFORE [RESPONSE DEADLINE], IT WILL BE CONSIDERED INVALID. REQUESTS TO OPT OUT THAT DO NOT INCLUDE ALL REQUIRED INFORMATION WILL BE DEEMED NULL, VOID, AND INEFFECTIVE.