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JASON CRAIG and MICHAEL ROSS

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9

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12

13 JASON CRAIG and MICHAEL ROSS,
individually and on behalf of all similarly
14 situated current and former employees,

15 Plaintiffs,

16 v.

17 CORTEVA, INC., E.I. DU PONT DE
18 NEMOURS & COMPANY, DOW
AGROSCIENCES LLC, THE DOW
19 CHEMICAL CO., DOWDUPONT, INC.
n/k/a DUPONT DE NEMOURS, INC., DOW
20 INC., and DOES 1 through 10, inclusive,

21 Defendants.
22

Case No.: 3:19-cv-07923-JCS

**AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Judge: Hon. Joseph C. Spero,
Chief Magistrate Judge

Complaint Filed: 12/03/2019
Trial Date: Not set

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14 Attorneys for Defendants
 DOW AGROSCIENCES, LLC and
 15 THE DOW CHEMICAL CO.

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1 This Amendment (“Amendment”) to the Joint Stipulation of Class Action Settlement and
 2 Release between Plaintiffs Jason Craig and Michael Ross, individually and on behalf of all similarly
 3 situated current and former employees (collectively “Plaintiffs”), and Defendants Dow Agrosciences,
 4 LLC¹ and The Dow Chemical Company (“Defendants”) (collectively, the “Parties”), entered into
 5 on March 16, 2021 (“Settlement Agreement”) is incorporated in the Settlement Agreement by
 6 reference and subject to all of the terms and conditions of the Settlement Agreement, and once
 7 executed will amend the Settlement Agreement and become part of the Settlement Agreement.
 8 All capitalized terms used in this Amendment have the same meaning as defined in the
 9 Settlement Agreement, except as modified in this Amendment.

10 WHEREAS, the Parties wish to amend the Settlement Agreement to include additional
 11 rights and obligations related to settlement of the Class Action.

12 THEREFORE, in consideration of the mutual promises and assurances contained in the
 13 Settlement Agreement and this Amendment, the Parties agree as follows:

14 1. The text of paragraph 16 is deleted and replaced with the following:

15 “Released Claims” shall mean both “Released Class Claims” and “Released PAGA
 16 Claims.”

17 (a) “Released Class Claims” shall include all claims under state, federal and local law
 18 that were or could have been asserted based on the facts and allegations made in the
 19 Action, and any amendments thereto, as to the Class Members, including without
 20 limitation, California Labor Code sections 218.5, 226.7, 512, and 558, California
 21 Industrial Commission Wage Orders, and Business and Professions Code sections
 22 17200, et seq., and including all claims for or related to meal periods and meal period
 23 premiums, rest periods and rest period premiums, on duty meal period agreements,
 24 failure to pay additional 401(k) benefits and/or deferred compensation benefits
 25 and/or matching benefits for payments received under the Settlement, unfair
 26 competition, unfair business practices, unlawful business practices, fraudulent

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¹ Now known as Corteva Agriscience LLC.

1 business practices, conversion, class actions, representative actions, injunctive relief,
2 declaratory relief, accounting, punitive damages, liquidated damages, penalties of
3 any nature (including but not limited to civil penalties and statutory penalties),
4 interest, fees, costs, as well as all other claims and allegations alleged in the Action,
5 during the Class Period.

6 (b) “Released PAGA Claims” shall include all claims under PAGA, California
7 Labor Code sections 2698, et seq., that were or could have been asserted based on the
8 facts and allegations made in the Action, and any amendments thereto, as to the Class
9 Members, including without limitation, California Labor Code sections 218.5, 226.7,
10 512, 558, and 2698, et seq., California Industrial Commission Wage Orders, and Business
11 and Professions Code sections 17200, et seq., and including all claims for or related to
12 meal periods and meal period premiums, rest periods and rest period premiums, on duty
13 meal period agreements, failure to pay additional 401(k) benefits and/or deferred
14 compensation benefits and/or matching benefits for payments received under the
15 Settlement, unfair competition, unfair business practices, unlawful business practices,
16 fraudulent business practices, conversion, class actions, representative actions, aggrieved
17 party claims, injunctive relief, declaratory relief, accounting, punitive damages,
18 liquidated damages, penalties of any nature (including but not limited to civil penalties,
19 statutory penalties, and PAGA penalties), interest, fees, costs, as well as all other claims
20 and allegations alleged in the Action, from December 3, 2018 through preliminary
21 approval.

22 2. The text of paragraph 39 is deleted and replaced with the following:

23 The amount of the Settlement Fund being paid to aggrieved employees for PAGA
24 penalties will be allocated in the manner of and as part of the Net Settlement
25 Proceeds, as set forth in Section III.G, and paid to all PAGA Members.

26 3. The text of paragraph 43(c) is deleted and replaced with the following:

27 Any disputes regarding the number of workweeks allocated to a Class Member will be
28 resolved and decided at least five days prior to the Notice Response Deadline by the

1 Settlement Administrator whose decision will be final and non-appealable.

2 4. The text of paragraph 48 is deleted and replaced with the following:

3 Releases by the Class and PAGA Members.

4 (a) In exchange for the payments by Defendants as described herein, upon the
5 Court's Final Approval of this Settlement Agreement, and except as to such rights or
6 claims as may be created by this Settlement Agreement, the Class and each Class
7 Member, including each Named Plaintiff (who shall not opt out of the Class), jointly,
8 severally, shall, and hereby do fully release and discharge Defendants and Released
9 Parties from the Released Class Claims.

10 (b) In exchange for the payments by Defendants as described herein, upon
11 the Court's Final Approval of this Settlement Agreement, and except as to such rights
12 or claims as may be created by this Settlement Agreement, each PAGA Member (each
13 Class Member who was employed by Defendants from December 3, 2018 through
14 preliminary approval), including each Named Plaintiff jointly, severally, shall, and
15 hereby do fully release and discharge Defendants and Released Parties from the
16 Released PAGA Claims.

17 5. The following language is added to paragraph 64:

18 PAGA Members (Class Members who were employed by Defendants from December
19 3, 2018 through preliminary approval) cannot request exclusion from the Released
20 PAGA Claims and will be paid their pro rata share of the PAGA payment.

21 6. The last sentence of paragraph 65 is deleted and replaced with the following:

22 To be considered, the notice of dispute and supporting written documentation must
23 be received by the Settlement Administrator no later than thirty (30) calendar days
24 after the postmark date of the Notice of Settlement.

25 7. The last sentence of paragraph 66 is deleted and replaced with the following:

26 The Settlement Administrator shall inform each Class Member of the final
27 determination in writing at least five days prior to the Notice Response Deadline.

28 8. The text of paragraph 70 is deleted and replaced with the following:

1 Any Class Member who intends to object to the settlement or this Settlement Agreement
2 may submit a written objection, along with any supporting documents, to the Court, on or
3 before the Notice Response Date by mailing it to or filing it in person with the Court and
4 send copies to the Settlement Administrator. The written objection should set forth, in
5 clear and concise terms, the legal and factual arguments supporting the objection. Class
6 Members may also object by appearing at the Final Approval Hearing.

7 9. The text of paragraph 72 is deleted and replaced with the following:

8 Class Members have the option to appear at the Final Approval Hearing, either in
9 person or through their own counsel.

10 10. The text of the second sentence of paragraph 75 is deleted and replaced with the
11 following:

12 Within seven (7) days after Defendants' receipt of distribution calculations and funding
13 instructions from the Settlement Administrator, Corteva Agriscience LLC f/k/a Dow
14 Agrosiences LLC will fund the Settlement Fund.

15 11. The text of paragraph 79 is deleted and replaced with the following:

16 Checks sent to Class Members under this Settlement Agreement shall remain valid and
17 negotiable for one hundred eighty (180) calendar days from the date of their mailing, and
18 thereafter may be automatically canceled if not cashed by the payee within that time. If a
19 check is returned as non-deliverable, the Settlement Administrator will perform an
20 NCOA check and will skip-trace return mail and re-mail the check within three (3)
21 business days of receipt. Uncashed settlement check(s) will be sent to the California
22 State Controller's Office Unclaimed Property Fund. Any funds transmitted to the
23 Unclaimed Property Fund shall be held for the benefit of the Class Member to whom the
24 payment was designated in accordance with state law. No person shall have any claim
25 against Defendants, Released Parties, Defense Counsel, the Named Plaintiffs, any Class
26 Member, Class Counsel, or the Settlement Administrator based on distributions and
27 payments made in accordance with this Settlement Agreement.

28 12. The terms and conditions of this Amendment shall govern in the event of any conflict

1 with the terms and conditions of the Settlement Agreement. Except as expressly amended by
2 this Amendment, the Settlement Agreement remains in full force and effect. This Amendment
3 shall form a part of the Agreement for all purposes. From and after the execution of this
4 Amendment, any reference to the Settlement Agreement will be deemed a reference to the
5 Settlement Agreement as amended by this Amendment. This Amendment may be executed in one
6 or more counterparts and by scanned copies, electronic signatures, or facsimile. All executed
7 counterparts, and each of them, shall be deemed to be one and the same instrument. All executed
8 copies of this Settlement Agreement and photocopies thereof (including facsimile and/or emailed
9 copies of the signature pages) shall have the same force and effect and shall be as legally binding and
10 enforceable as the original.

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1 Agreed to by authorized representatives of the Parties as set forth below.

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3 Dated: 05/19/2021

DocuSigned by:
Jason Craig
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Plaintiff Jason Craig

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5 Dated: 05/19/2021

DocuSigned by:
Michael Ross
0C017792A8AA48C...

Plaintiff Michael Ross

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8 Dated:

By: _____
Cornel Fuerer

Title: SVP, General Counsel & Secretary
Authorized Signatory for Corteva Agriscience LLC f/k/a Dow
Agrosciences LLC

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10
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12 *Hadsell Stormer Renick & Dai LLP*

13 Dated: 05/19/2021

DocuSigned by:
Randy Renick
4F70CACE8F5C431...

Randy Renick
Counsel for Plaintiffs Jason Craig and Michael Ross

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15
16 *Gilbert & Sackman, A Law Corporation*

17 Dated: 05/19/2021

DocuSigned by:
[Signature]
E25C7753CC594E8...

Joshua F. Young
Counsel for Plaintiffs Jason Craig and Michael Ross

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21 *Jackson Lewis P.C.*

22 Dated:

Carolyn G. Burnette
Nathan W. Austin
Sander van der Heide
Counsel for Defendants Dow Agrosciences LLC and The Dow
Chemical Company

1 Agreed to by authorized representatives of the Parties as set forth below.


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3 Dated:

4 Plaintiff Jason Craig

5 Dated:

6 Plaintiff Michael Ross

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8 Dated:

9 
10 Thomas Warnock (May 21, 2021 13:26 EDT)

11 By: Tom Warnock
12 Title: Assistant General Counsel for Corporate Affairs
13 Authorized Signatory for Corteva Agriscience LLC f/k/a Dow
14 Agrosiences LLC

15 *Hadsell Stormer Renick & Dai LLP*

16 Dated:

17 Randy Renick
18 Counsel for Plaintiffs Jason Craig and Michael Ross

19 *Gilbert & Sackman, A Law Corporation*

20 Dated:

21 Joshua F. Young
22 Counsel for Plaintiffs Jason Craig and Michael Ross

23 *Jackson Lewis P.C.*

24 Dated:

25 
26 Carolyn G. Burnette

27 Nathan W. Austin
28 Sander van der Heide
Counsel for Defendants Dow Agrosiences LLC and The Dow
Chemical Company