

REVISED NOTICE OF CLASS ACTION SETTLEMENT

Please be advised that this Revised Notice of Class Action Settlement replaces the prior Notice of Class Action Settlement mailed to you on October 4, 2021. This revised version includes the following additions and corrections: (1) included along with your estimated share of the Settlement is the estimated portion of that amount allocated to the claim brought under the Private Attorneys General Act (“PAGA”); (2) notice that upon Final Approval of the Settlement by the Court, you will release certain claims, including claims brought under PAGA (defined below as “Released PAGA Claims”), but that by law you cannot opt out of the Released PAGA Claims; (3) corrected information regarding how to submit a written objection to the settlement and notice that you can appear at the final approval hearing to object whether or not you submitted a written objection; (4) notice that Plaintiffs’ Motion for Attorney’s Fees and Reimbursement of Costs will be available for review 35 days, not 14 days, prior to the deadline for objecting to the settlement; and (5) notice that you may attend the Final Approval and Fairness Hearing via Zoom, and not in-person at the courthouse, by following the Court’s instructions in the link provided.

Plaintiffs Jason Craig and Michael Ross, individually and on behalf of all similarly situated current and former employees (collectively “Plaintiffs”), v. Defendants Dow Agrosiences, LLC and The Dow Chemical Co. (“Defendants”)

United States District Court
Northern District of California
No. 3:19-cv-07923-JCS

TO: All current and former hourly employees of Defendants who worked a 12-hour rotating shift at the chemical manufacturing plant in Pittsburg, California from December 3, 2015 to August 4, 2021.

**YOUR RIGHTS MIGHT BE AFFECTED BY PROCEEDINGS IN THE ABOVE CASE.
PLEASE READ THIS NOTICE CAREFULLY.**

WHY SHOULD YOU READ THIS NOTICE?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit currently pending in the United States District Court for the Northern District of California, entitled *Jason Craig et al., v. Corteva, Inc., E.I. Du Pont De Nemours & Company, Dow Agrosiences LLC, The Dow Chemical Co., Dowdupont, Inc. n/k/a Dupont De Nemours, Inc., Dow Inc.*, Case No. 3:19-cv-07923-JCS (the “Class Action”). If the court approves the Settlement, the Settlement will resolve all claims in the Class Action.

The purpose of this Notice is to inform you about the proposed Settlement and to explain your rights and options with respect to the Class Action and the Settlement.

HOW MUCH IS MY SHARE OF THE SETTLEMENT?

Defendants' records indicate you worked the following number of Workweeks from December 3, 2015 to August 4, 2021.

"Workweeks" shall mean the number of weeks worked by a Class Member during the Class Period while assigned a 12-hour rotating shift at the Pittsburg, California manufacturing plant.

Your share of the Settlement before the deduction for taxes and other withholdings is currently estimated to be: <Payment>, based on your having worked <weeks> Workweeks during the period covered by the Settlement. Your estimated share of the Settlement includes <PAGA\$>, which is your pro rata portion of the amount of the settlement allocated to the Private Attorneys' General Act claim (PAGA).

WHAT IS THE CURRENT STATUS OF THE SETTLEMENT?

A hearing concerning the fairness of the Settlement will be held before the Hon. Joseph C. Spero, on January 28, 2022 at 9:30 a.m. to determine whether the case should be settled under the Settlement's terms. Class Members may attend the hearing via Zoom. Instructions are provided by the Court at: <https://www.cand.uscourts.gov/judges/spero-joseph-c-jcs/>.

BECAUSE YOU HAVE BEEN IDENTIFIED AS A MEMBER OF THE CLASS, YOU DO NOT NEED TO DO ANYTHING TO BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

WHO IS AFFECTED BY THIS PROPOSED SETTLEMENT?

The Court has certified, for settlement purposes, the following class (the "Class"):

All current and former hourly employees of Defendants who worked a 12-hour rotating shift at the chemical manufacturing plant in Pittsburg, California, for the period December 3, 2015 through preliminary approval of the Settlement.

According to Defendants' records, you are a member of the Class ("Class Member").

WHAT IS THIS CASE ABOUT?

Plaintiffs allege that Defendants violated California's wage and hour laws by failing to provide the employees at their chemical manufacturing plant located in Pittsburg, California, (the "Pittsburg Plant") with duty-free meal periods and not authorizing and permitting rest periods, as required by California Labor Code section 226.7 and Industrial Wage Commission ("IWC") Wage Order 1-2001. Plaintiffs contend that the Pittsburg Plant operates continuously, 365 days a year and 24 hours per day.

Plaintiffs contend certain employees, principally Operators, who are scheduled to work 12-hour shifts ("12-hour shift employees"), are required to monitor their units, are on-duty throughout their entire shifts, and as a matter of policy are not allowed to take duty-free meal or rest periods. Plaintiffs allege that during the shift, the workers are required to carry a radio, monitor equipment, respond to calls, and are accountable for monitoring and operation of the production process throughout the shift without a designated or uninterrupted meal or rest period.

Plaintiffs allege that by failing to permit and allow their 12-hour shift workers to take duty free meal and rest periods, Defendants have also violated the Private Attorneys General Act, Labor Code 2698 et seq., and engaged in unfair business practices pursuant to Business & Professions Code §17200 et seq. Plaintiffs have not filed a motion for class certification in this action.

Defendants expressly deny any liability or wrongdoing of any kind whatsoever associated with the case

and Defendants contend that they have complied with all applicable state, federal and local laws affecting Plaintiff and the Class. Defendants are confident they have strong legal and factual defenses to these claims, but all Parties recognize the risks and expenses associated with continued litigation.

This Settlement is the result of good faith, arm's length negotiations between Plaintiffs, who are the Class Representatives, and Defendants, through their respective attorneys. All Parties agree that in light of the risks and expenses associated with continued litigation, the Settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members.

The Court has not yet ruled on the merits of the Class Representatives' claims or Defendants' defenses. The Settlement is a compromise and is not an admission of liability on the part of Defendants.

WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

The lead attorneys for the Class Representatives in the Class Action ("Class Counsel") are:

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| Jay Smith Joshua F. Young GILBERT & SACKMAN A Law Corporation 3699 Wilshire Boulevard, Suite 1200 Los Angeles, California 90010 Telephone: (323) 938-3000 Fax: (323) 937-9139 | Randy Renick Cornelia Dai HADSELL STORMER RENICK & DAI LLP 128 N. Fair Oaks Avenue Pasadena, California 91103 Telephone: (626) 585-9600 Fax: (626) 577-7079 |
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The attorneys for Defendants are:

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| Carolyn G. Burnette Nathan W. Austin Sander van der Heide JACKSON LEWIS 400 Capitol Mall, Suite 1600 Sacramento, California 95814 Telephone: (916) 341-0404 Fax: (916) 341-0141 Attorneys for Defendants DOW AGROSCIENCES, LLC and THE DOW CHEMICAL CO. |
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WHAT ARE THE SETTLEMENT TERMS?

Subject to final Court approval, Defendants will pay a total of \$3,800,000 (the "Settlement Amount") for: (a) Class Members' claims, to be allocated based on the number of Workweeks worked as 12-hour shift employees during the Class Period; (b) PAGA penalties of \$40,000, seventy-five percent (75%) of which (\$30,000) will be paid to the California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%) of which (\$10,000) will be distributed among Class Members who do not opt out of the Class in proportion to their share of the settlement; (c) Court-approved Service Awards to the Class Representatives; (d) Court-approved Class Counsel's fees and costs; and (e) Court-approved costs of administering the Settlement.

CLASS MEMBERS' CLAIMS.

The portion of the Settlement Amount available for distribution to Class Members (the "Net Settlement

Proceeds”) will be calculated by deducting from the Settlement Amount: (a) Payment to the LWDA for PAGA penalties; (b) the Class Representatives’ Court-approved Service Awards; (c) Court-approved Class Counsel’s fees and costs; and (d) Court-approved costs of administering the Settlement. Each Class Member who does not timely request to opt out of the Settlement will receive his or her share of the Net Settlement Proceeds (“Individual Settlement Award”) based on the number of Workweeks they worked during the Class Period. The Class Period began December 3, 2015 and ended on August 4, 2021.

The amount of each Class Member’s Individual Settlement Award will be determined as follows:

The Settlement Administrator will calculate the number of Workweeks, excluding leaves, worked by the Class Members during the Class Period, by dividing the total days employed as a Class Member during the Class Period by seven (7). Partial Workweeks will not be counted; however, if a Class Member worked less than one week as a Class Member, such Class Member will be credited with having worked one Workweek for purposes of the Settlement.

The amount to be paid per Workweek to Class Members will be calculated by dividing the Net Settlement Amount by the total number of Workweeks for all Class Members. Class Members will be paid their pro rata share based on the number of Workweeks credited to them.

For income and payroll tax purposes, each Class Member’s Individual Settlement Award will be allocated as follows: twenty percent (20%) to unpaid wages, forty percent (40%) to penalties, and forty percent (40%) to interest. The portions allocated to penalties and to interest will be subject to tax but will not be subject to required withholdings and deductions, and will be reported as non-wage income, as required by law.

In addition to the Settlement Amount, Defendants will pay the employer’s share of payroll taxes.

Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member. None of the Parties or Parties’ attorneys make any representations concerning the tax consequences of the Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Members are solely responsible for determining the tax consequences of payments made pursuant to the Settlement and for paying taxes, if any, which are determined to be owed by each of them on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

Class Counsel’s Attorneys’ Fees and Costs, Class Representative Service Award, and Administrative Costs. Plaintiffs will seek an award of attorney’s fees up to 25% (\$950,000) of the \$3,800,000 Settlement Amount, as well as the reimbursement of costs of approximately \$30,000.

In addition, Class Counsel will ask the Court to authorize Service Awards of up to \$5,000 to each of the two Class Representatives, in addition to the Individual Settlement Awards they will receive as Class Members, for their services in representing the Class in the Class Action.

The Parties estimate the cost of administering the Settlement, including but not limited to giving notice to the Class, calculating the Individual Settlement Awards, and making the payments authorized under the Settlement, will be less than \$10,000. Class Counsel will ask the Court to authorize those costs to be paid to the Settlement Administrator.

Plaintiffs’ Motion for Attorneys’ Fees and Reimbursement of Costs will be available for review at least thirty-five days prior to the deadline for Class Members to object to the Settlement.

WHAT CLAIMS ARE BEING RELEASED BY THE PROPOSED SETTLEMENT?

Upon Final Approval of the Settlement by the Court, the Class and each Class Member, including each Plaintiff jointly, severally, shall fully release and discharge Defendants and Released Parties from the Released Claims.

“Released Parties” shall collectively mean: (i) Dow Agrosiences, LLC and The Dow Chemical Company (“Defendants”); (ii) each of Defendants’ past, present, and future direct and indirect parents, including, but not limited to, Dow, Inc., DowDuPont, Inc. n/k/a/ DuPont De Nemours, Inc., E.I. Du Pont De Nemours & Company, and Corteva, Inc.; (iii) the respective past, present, and future direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

“Released Claims” shall include all claims under state, federal and local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 218.5, 226.7, 512, and 558, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, *et seq.*, and including all claims for or related to meal periods and meal period premiums, rest periods and rest period premiums, on duty meal period agreements, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, class actions, representative actions, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, and statutory penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, during the Class Period.

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

WHAT ARE MY OPTIONS IN THIS MATTER?

You have three options under this Settlement, each of which is discussed below. You may: (A) do nothing, remain in the Class, and receive your share of the Settlement; (B) challenge the number of Workweeks indicated on the first page of this Notice while remaining in the Class so that you can receive your share of the Settlement; or (C) exclude yourself from the Class and from the Settlement. If you choose option (A) or (B), you may also object to the Settlement as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not timely exclude yourself from the Settlement (Option C), you will be subject to any Judgment that will be entered in the

Class Action, including the release of the Released Claims as described above—whether or not you cash your share of the Settlement.

OPTION A. If you agree with the number of Workweeks indicated at the top of this Notice, and you wish to participate in the Settlement, you need not take any further action. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do not need to take any action. If this settlement receives the Court’s final approval, a check will be sent to you at the address on this Notice.

OPTION B. If you DO NOT agree with the number of Workweeks indicated at the top of this Notice, but you DO wish to participate in the Settlement, you must take the following action: Complete and send a letter entitled “Notice of Dispute” to the Settlement Administrator at the address listed below explaining that you dispute the total, together with any supporting written documentation. Such documentation may consist of official records, pay stubs, weekly schedules, or personal logs. To be considered, the Notice of Dispute and supporting written documentation must be received by the Settlement Administrator no later than November 19, 2021. The Settlement Administrator will make a final and binding determination regarding any disputes by December 14, 2021. The Settlement Administrator will inform you of the final determination in writing. If the Settlement receives the Court’s final approval, your Settlement payment check will be sent to you at the address on this Notice.

OPTION C. If You Do Not Want to Be Bound by The Settlement. If you do not want to be part of the Settlement, you must submit a signed written request to be excluded from the Settlement entitled (“Opt Out Request”) to the Settlement Administrator, at the address listed below. If the Opt Out Request is sent from within the United States, it must be sent through the United States Postal Service by First-Class U.S. Mail, or the equivalent. In order to be valid, your Opt Out Request must be postmarked on or before December 20, 2021.

If you do not timely submit an executed Opt Out Request (as evidenced by the postmark), your Opt Out Request will be rejected, you will be deemed a Class Member, and you will be bound by all Settlement terms, including but not limited to the release of Released Class Claims as described in the “What Claims are Being Released by the Proposed Settlement?” section above.

If you timely submit an executed Opt Out Request, you will have no further role in the Class Action, and for all purposes, you will be regarded as if you never were either a party to the Action or a Class Member, and thus you will not be entitled to any benefit as a result of the Class Action and will not be entitled to or permitted to assert an objection to the Settlement.

By law, you are not permitted to opt out of the Released PAGA Claims and you will be paid your pro rata share of the amount of the settlement allocated to PAGA.

Who is the Settlement Administrator?

The Settlement Administrator is:

CAC Services Group, LLC
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344
Telephone: (866) 602-2260
Fax: (888) 495-9746

Objecting to the Settlement: If you believe the Settlement is unfair or inadequate in any respect, you can ask the Court to deny approval by filing a timely objection. You cannot ask the Court to order a larger or different settlement; the Court can only approve or disapprove the Settlement. If the Court

denies approval, no settlement payments will be made, and the Class Action will continue. **You cannot object to the Settlement if you request exclusion from the Settlement** as provided under Option C, above.

All written objections and supporting papers must:

- (a) Identify the case name and number (Craig et al., v. Corteva, Inc. et al. Case No. 3:19-cv-07923-JCS) and your name;
- (b) Be submitted to the Court by mailing them to the Clerk, United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom F – 15th Floor 450 Golden Gate Avenue, San Francisco, CA 94102; and
- (c) Be filed or postmarked on or before December 20, 2021.

Any objection to the proposed settlement should be in writing. You may also object by appearing by ZOOM at the Final Approval Hearing, either in person or through your own attorney, whether or not you have filed a written objection. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Your objection must clearly state: 1) a statement of reasons why you believe the Court should find that the Settlement is not in the best interest of the Class; and 2) the reasons why the Court should not approve the Settlement.

Any Class Member who does not object to the Settlement in the manner described above shall be deemed to have waived any objections and shall be foreclosed from objecting to the fairness or adequacy of the Settlement, the payment of attorneys' fees and costs, the Service Awards to the Class Representatives, the claims process, and any and all other aspects of the Settlement.

Likewise, even if you file an objection, you will be bound by the terms of the Settlement, including applicable releases as set forth above, unless the Court does not finally approve the Settlement.

WHAT IS THE NEXT STEP IN THE APPROVAL OF THE SETTLEMENT?

The Court will hold a Final Approval Hearing on the fairness and adequacy of the Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the settlement administration costs, and the Service Awards to the Class Representatives on January 28, 2022 at 9:30 a.m. Class Members may attend the hearing via Zoom. Instructions are provided by the Court at: <https://www.cand.uscourts.gov/judges/spero-joseph-c-jcs/>.

The Final Approval Hearing may be continued without further notice to Class Members. You are advised to check the Settlement website at www.PittsburgPlantSettlement.com or the Court's Public Access to Court Electronic Records (PACER) website at <https://www.cand.uscourts.gov/cm-ecf> site to confirm that the Final Approval Hearing date and/or time has not been changed. You are not required to attend the Final Approval Hearing to receive your share of the Settlement.

HOW CAN I GET ADDITIONAL INFORMATION?

This Notice only summarizes the Class Action, the basic terms of the Settlement, and other related matters. For the precise terms and conditions of the Settlement, please see the Joint Stipulation of Class Action Settlement and Release, available at www.PittsburgPlantSettlement.com, by contacting class counsel at the address and telephone number listed above, or by accessing the Court docket in this case through PACER at <https://ecf.cand.uscourts.gov>.

The Joint Stipulation of Class Action Settlement and Plaintiffs' Motion for Attorneys' Fees and Reimbursement of Costs will be available for review after November 15, 2021 at www.PittsburgPlantSettlement.com.

Any questions regarding this Notice should be directed to the Settlement Administrator or to Class Counsel at the above addresses and telephone numbers.

WHAT HAPPENS IF MY ADDRESS HAS CHANGED OR CHANGES?

Your payment will be sent to the address on this Notice. Therefore, if your address changes or is different from the one this Notice was sent to, you must correct it by notifying the Settlement Administrator in writing, by First-Class U.S. Mail.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA.