

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between Plaintiff Rebecca Day (“Named Plaintiff”) on behalf of herself and a putative class of individuals on the one hand, and Defendant Tractor Supply Company (“Defendant”), on the other hand.

RECITALS AND BACKGROUND

A. After the filing of a Class Action Complaint, and subsequent litigation of a motion to dismiss in federal court, Named Plaintiff, via her counsel, engaged in settlement discussions with Defendant’s Counsel, in hopes of resolving the matter without the need for wasteful litigation, or further protracted discovery and motion practice.

B. Defendant has defended and intends to vigorously contest every claim if the matter were to proceed to litigation and denies all material allegations. Defendant, without admitting any wrongdoing or liability, nevertheless has agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to be completely free of any further controversy with respect to the claims that were asserted or could have been asserted, or that relate in any way whatsoever to the facts and transactions alleged.

C. Named Plaintiff and her counsel have analyzed and evaluated the merits of the claims made against Defendant and the impact of this Agreement on Named Plaintiff and the Settlement Class. Based upon their analysis and evaluation of a number of factors, Named Plaintiff and Class Counsel recognize the substantial risks of continued litigation, including the possibility that the Action, if not settled now, (i) might not result in any recovery whatsoever, or (ii) might result in a recovery that is less favorable than that which is set forth in this Agreement and that would not occur for several years. Named Plaintiff and counsel are therefore satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best Interest of Named Plaintiff and the Settlement Class.

D. Named Plaintiff and Defendant, by and through their respective counsel, have engaged in settlement discussions in connection with the potential resolution of the Action. These discussions included a full-day mediation before Martin F. Scheinman, Esq. of Scheinman Arbitration and Mediation Services. Although the mediation was unsuccessful, the parties continued to negotiate over the following weeks. The Parties and their respective counsel have agreed to the settlement based on their conclusion that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interest of the Named Plaintiff and the Settlement Class. Accordingly, Named Plaintiff and Defendant – subject to the approval of the Court – have elected to settle the Action pursuant to the terms set forth in this Agreement, which shall be submitted to the Court for approval through the mechanisms set forth below.

E. Strictly for the purpose of settling the Action, and without admitting any wrongdoing or liability, Defendant agrees to class certification under §§ 901 and 902 of the New York Civil Practice Law and Rules (“CPLR”) of the Settlement Class.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the Action.

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1 Action** means the lawsuit filed in the Supreme Court of the State of New York, County of Nassau, in order to effectuate the terms of this Agreement. The Parties stipulate and agree that Defendant shall not be required to file or serve a responsive pleading to the complaint.
- 1.2 Agreement** means this Settlement Agreement and Release.
- 1.3 Authorized Claimant** means each Class Member, or the authorized legal representative of such Class Member in the event of incapacity, who timely files a Claim Form in accordance with the terms of this Agreement, and who is therefore eligible to receive a Settlement Check. Named Plaintiff is deemed an Authorized Claimant upon execution of this Agreement and need not return a Claim Form.
- 1.4 Bar Date** means the date by which any Class Member who wishes to qualify as an Authorized Claimant must file a Claim Form (i.e. signing and having the Claim Form received by the Claims Administrator or postmarked by the United States mail service). Subject to the Court's approval and the provisions of this Agreement, the Bar Date shall be (i) sixty (60) days from the date of the initial mailing or as otherwise set by the Court, and (ii) an additional fifteen (15) days later—but no later than 75 days after the date after the initial mailing—for any Class Members who did not receive the Notice.
- 1.5 Claims Administrator** refers to the qualified administrator selected by Class Counsel and Defendant's Counsel to mail the Notices and administer the Settlement pursuant to the terms of this Agreement.
- 1.6 Claim Form** means the Court-approved Claim Form, a form which shall be attached to the Notice of Proposed Settlement and posted to the Settlement Website, that Class Members must sign and return by the Bar Date.
- 1.7 Class Counsel** means Yitzchak Kopel, Esq. and Alec Leslie, Esq., of Bursor & Fisher, P.A.
- 1.8 Class List** shall mean a list in electronic format, preferably Excel, that shall be provided to the Administrator and Class Counsel, and which identifies, to whatever extent available, the Class Members' (i) names, (ii) last known addresses, (iii) social security numbers, and (iv) time period (i.e., dates and weeks worked) in which they performed work for Tractor Supply Company. Class Members' social security numbers shall only be shared with the Claims Administrator.
- 1.9 Costs and Fees** means, collectively, (i) Class Counsel's attorneys' fees, costs, and expenses; (ii) the Claims Administrator's fees and costs; and (iii) the Service Awards.

- 1.10 Court** shall mean the Supreme Court of the State New York, County of Nassau.
- 1.11 Days** unless otherwise specified in this Agreement means calendar days.
- 1.12 Defendant** means Tractor Supply Company.
- 1.13 Defendant's Counsel** means Akerman LLP.
- 1.14 Fairness Hearing** means the hearing before the Court relating to the Application for Final Approval.
- 1.15 Final Effective Date** means thirty (30) days after the Court has entered a Final Order provided no appeal is timely filed. If an appeal is timely filed, the latest of the following, if applicable, becomes the Final Effective Date: (1) any appeal from the Final Order has been finally dismissed; (2) the Final Order has been affirmed on appeal in a form substantially identical to the form of the Final Order entered by the Court; (3) the time to petition for review with respect to any appellate decision affirming the Final Order has expired; and (4) if a petition for review of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Final Order in a form substantially identical to the form of the Final Order entered by the Court.
- 1.16 Final Order** means an order entered by the Court, approving the terms and conditions of this Agreement, requiring Defendant to fund the Final Settlement Amount plus all approved amounts, authorizing distribution of the Settlement Checks, approving distribution of all Court-approved Costs and Fees, and dismissing the Action against Defendant with prejudice, among other things.
- 1.17 Final Settlement Amount** means the sum of the Net Settlement Fund and all Court-approved Costs and Fees.
- 1.18 Gross Claimant Fund** means the Gross Settlement Fund minus Costs and Fees.
- 1.19 Gross Settlement Fund** means a maximum of Seven Hundred Fifty Thousand Dollars (\$750,000.00), an amount to be used for allocation and calculation purposes that represents the maximum amount that Defendant agrees to pay, including all statutory damages, penalties, fines, liquidated damages, interest, attorneys' fees costs, claims administration fees, court costs and any other costs whatsoever, and any and all amounts to be paid to or on behalf of Class Members, any Court approved Service Award, Claims Administrator Fees and costs, for complete and final resolution of the Action. In no event shall the Gross Settlement Fund, or the amount Defendant is required to pay pursuant to this Agreement, exceed the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00).
- 1.20 Individual Gross Amount** means the amount allocated to each individual Authorized Claimant.
- 1.21 Named Plaintiff** means Rebecca Day.
- 1.22 Net Settlement Fund** means the aggregate portions of the Gross Claimant Fund claimed

by all Authorized Claimants.

- 1.23 Notice** means the Court-approved Notice of Proposed Settlement of Class Action Lawsuit as authorized in the Preliminary Approval Order.
- 1.24 Objector** means any individual Class Member who properly files an objection to this Agreement.
- 1.25 Opt-out Statement** means the written, signed statement that an individual Class Member submits indicating he or she has elected to exclude himself or herself (or “opt out”) from this Agreement. A Class Member who submits an Opt-out Statement retains any claims that would otherwise be released pursuant to this Agreement.
- 1.26 Parties** means the Named Plaintiff, Defendant, and Class Members, collectively.
- 1.27 Preliminary Approval Order** means an order signed by the Court: (i) certifying the Settlement Class; (ii) preliminarily approving the terms and conditions of this Agreement; (iii) appointing Class Counsel; (iv) directing the manner and timing of providing Notice to the Settlement Class; and (v) setting the dates and deadlines for effectuating the settlement; among other things.
- 1.28 Qualified Settlement Fund (“QSF”)** means the account established and controlled by the Claims Administrator into which the Defendant will deposit that portion of the Gross Settlement Fund necessary to pay the Final Settlement Amount in accordance with this Agreement. The QSF will be controlled by the Claims Administrator subject to the terms of this Agreement, the Preliminary Approval Order and the Final Order. Interest, if any, earned in the QSF will become part of the Net Settlement Fund to be distributed to the Authorized Claimants.
- 1.29 Released Class Claims** means all wage and hour claims under the New York Labor Law, and/or common law, arising during the Settlement Period, whether known or unknown. The Released Class Claims include, but are not limited to, statutory, constitutional, contractual, derivative or common law claims for frequency of pay damages, unpaid wages, overtime, service charges, tips, interest on such claims, penalties, damages, liquidated damages as well as attorneys’ fees, expenses, disbursements, litigation costs and fees, restitution, or equitable relief related to such claims.
- 1.30 Service Award** means an amount of money requested from the QSF by Named Plaintiff, not to exceed \$5,000, and approved by the Court as a reasonable incentive award for representing the interests of the Settlement Class.
- 1.31 Settlement Class (or Class Members)** means: All non-exempt, hourly-paid employees of Defendant within the State of New York from June 24, 2016 to February 24, 2019 and who did not continue working for Defendant beyond February 24, 2019.
- 1.32 Settlement Checks** means checks issued from the QSF to Authorized Claimants for their Individual Gross Amount by the Claims Administrator as calculated in accordance with this Agreement.

1.33 Settlement Period means any time between June 24, 2016 to February 24, 2019.

1.34 “Settlement Website” means the website to be created for this Settlement that will include information about the Action, the Settlement, and relevant documents, as well as electronic and printable forms relating to the Settlement, including the Claim Form which can be submitted online or printed and mailed, and which Settlement Class Members can visit to read or request additional information regarding the Settlement.

2. SETTLEMENT PROCEDURES

2.1 Settlement Class. Strictly for purposes of settling the Action, and without admitting any wrongdoing or liability, Defendant agrees to class certification pursuant to CPLR §§ 901 and 902 to include all Class Members. If this Agreement is not approved by the Court for any reason and the Parties agree to continue litigation, then class certification shall be deemed dissolved without prejudice as to Named Plaintiff’s right to move for such relief after adequate discovery or Defendant’s right to oppose such relief.

2.2 Claims Administrator.

- A. **Retention.** Within fifteen (15) days after the filing of a Preliminary Approval Motion, Class Counsel and Defendant’s Counsel shall agree upon the retention of a qualified Claims Administrator.
- B. **Funding for the Claims Administrator.** The Claims Administrator shall be paid from the Qualified Settlement Fund and the costs associated with the Claims Administrator shall be included within the Final Settlement Amount.
- C. **Responsibilities of Claims Administrator.** The Claims Administrator shall be responsible for: (i) printing and disseminating to the Settlement Class in hard copy by United States mail service, the Notice and Claim Forms; (ii) performing a single skip trace and resending, upon receipt of any Notice and Claim Form returned without a forwarding address, or resending to those with a new forwarding address; (iii) responding to inquiries from the Parties; (iv) promptly furnishing to counsel for the Parties copies of any requests for exclusion, objections or other written or electronic communications from each Class Member that the Claims Administrator receives; (v) receiving, retaining and reviewing each Claim Form submitted by any Class Member and reporting weekly to the Parties regarding the number of Claim Forms received and the identities of those claiming; (vi) keeping track of requests for exclusion or objection, including maintaining the original envelope in which the request or objection was mailed; (vii) mailing Service Awards and Settlement Checks in accordance with this Agreement and the Final Order; (viii) issuing the 1099 Forms for all amounts that are paid from the Final Settlement Amount; (ix) responding to inquiries of Class Members and directing legal questions to Class Counsel; (x) referring to Class Counsel all inquiries by Class Members or Authorized Claimants regarding matters not within the Settlement Claim Administrator’s duties specified herein; (xi) responding to inquiries from the Parties relating to the Claims Administrator’s duties specified herein; (xii) promptly

apprising counsel for the Parties of the activities of the Claims Administrator; (xiii) maintaining adequate records of its activities, including the dates of the mailing of Notices and mailing and receipt of Claim Forms, returned mail and any and all other actual or attempted written or electronic communications with the Settlement Class; (xiv) confirming in writing to counsel for the Parties and the Court its completion of the administration of the settlement; (xv) providing all information, documents and calculations necessary to confirm the Final Settlement Amount; (xvi) establishing the Settlement Website, which Settlement Class Members can visit to read and obtain additional information regarding the Settlement, including the method of submission of Claim Forms (i.e. the mailing address for submission of Claim Forms); and (xvii) such other tasks as the Parties mutually agree.

- D. **Reports to the Parties.** Beginning the second Friday after Notice is mailed to Class Members, the Claims Administrator shall provide counsel for the Parties a weekly update on the number and identity of Authorized Claimants, Objectors, Opt-outs, the Bar Date, and other pertinent information regarding the notice process.
- E. **Final Settlement Amount.** Pursuant to Section 2.8, the Claims Administrator shall provide the Notice of Final Settlement Amount no later than 30 days before the Fairness Hearing. No later than 20 days before the Fairness Hearing, the Claims Administrator shall provide to Class Counsel and Defendant's Counsel a draft affidavit attesting to all work performed in accordance with the Agreement.
- F. **Access to the Claims Administrator.** The Parties will have equal access to the Claims Administrator. Class Counsel and Defendant's Counsel agree to use their best efforts to cooperate with the Claims Administrator and provide reasonable assistance in administering the settlement.

2.3 Preliminary Approval Motion.

- A. Within thirty (30) days following complete execution of this Agreement, Class Counsel shall file a Motion for Preliminary Settlement Approval ("Preliminary Approval Motion"). In connection with the Preliminary Approval Motion, Class Counsel will submit to the Court: (1) the proposed Notice; (2) the proposed Claim Form; (3) the proposed Preliminary Approval Order; (4) an executed version of this Agreement; and, (5) the necessary documents, memorandum, affidavits, and/or exhibits for the purposes of certifying a Class for settlement purposes under CPLR §§ 901 and 902, and preliminarily approving the settlement. The Preliminary Approval Motion also will seek the setting of a date for individuals to submit Claim Forms, Opt-out Statements and/or object to this Agreement and for a Fairness Hearing. Within fifteen (15) days following complete execution of this Agreement, to the extent not already provided, Class Counsel shall supply Defendant's Counsel with a draft of the Preliminary Approval Motion and the above-listed attachments and Defendant's Counsel will review and make any revisions to the Preliminary Approval Motion within seven (7) days following receipt, including the proposed order, Claim Form, and Notice. To the extent that Defendant fails to supply edits within seven (7) days of receipt, Defendant will be deemed to have consented to

such.

- B. In the Preliminary Approval Motion, Class Counsel shall inform the Court of the intended process to obtain a “Final Order” in accordance with the Court-approved schedule, so that at the Fairness Hearing, the Court may, among other things: (1) approve the settlement as fair, adequate and reasonable; (2) incorporate the terms of the Release, as described herein; (3) dismiss the Action against the Defendant with prejudice; (4) award Costs and Fees, including any Service Award; and (5) authorize distribution and payment to the Authorized Claimants.
- C. Class Counsel will file the Preliminary Approval Motion as “unopposed.” Defendant shall not oppose such application so long as it is consistent with the terms and conditions of this Agreement and Defendant has had the opportunity to review and approve the Preliminary Approval Motion in the manner set forth in Section 2.3(A) of this Agreement.
- D. If the Court denies the Preliminary Approval Motion, unless the Parties agree to seek reconsideration of the ruling or attempt to renegotiate the settlement and seek Court approval of a renegotiated settlement, the Action will resume as if no settlement had been attempted. In that event, Defendant retains the right to contest whether the Action should be maintained as a class action and to contest the merits of the claims being asserted in the Action and no term of this Agreement shall be used or referenced in connection with the further prosecution and/or defense of the Action.

2.4 Notice and Claim Forms to Class Members.

- A. **Class List.** Within fourteen (14) days following the Court granting Preliminary Approval of the settlement, Defendant shall provide Class Counsel and the Claims Administrator with the Class List, or at least the Class List containing all Class Member information in Defendant’s possession at that time. Defendant shall not provide Class Counsel with the social security numbers of any Class Members, and the Claims Administrator shall not share any social security numbers with Class Counsel. All information provided regarding the Class will be treated as confidential information by Class Counsel and the Claims Administrator. The Class List shall be used by Class Counsel and the Claims Administrator solely for the purposes of effectuating the settlement and may not be copied or disseminated for any other purpose.
- B. **Notice.** The Notice will inform the Settlement Class about this settlement, and will also advise them of their rights, including their ability to object to, opt-out of, or participate in the settlement, and to appear at the Fairness Hearing. Within twenty-eight (28) days of the entry of the Preliminary Approval Order, or as otherwise ordered by the Court, the Claims Administrator shall mail to each Class Member via First Class Mail the Court-approved Notice and Claim Form.
- C. **Skip Trace and Remailing.** If a Claim Form mailed to a Class Member is returned

as undeliverable, the Claims Administrator shall perform a skip trace, and shall re-mail the Claim Form to such address. To the extent that Class Counsel is able to obtain better addresses for any Class Member, it shall provide such updated or most recent addresses to the Claims Administrator for mailing purposes. The Claims Administrator shall also mail a Notice and Claim Form to any Class Member who requests them after the initial mailing of Notice and before the Bar Date. The Claims Administrator will notify Class Counsel and Defendant's Counsel of any Notices and Claim Forms returned as undeliverable after the first mailing, including those returned as undeliverable after a subsequent mailing. **Bar Date.** To be deemed an Authorized Claimant, a Class Member must mail, email, or submit on the Settlement Website a signed Claim Form to the Claims Administrator by the Bar Date. The Bar Date shall be (i) sixty (60) days from the date of the initial mailing or as otherwise set by the Court, and (ii) an additional fifteen (15) days later—although under no circumstances more than seventy-five (75) days after the initial mailing—for any Class Members who did not receive the Notice. If an envelope does not contain a postmark, it shall be deemed received on the date that the Claims Administrator stamps the envelope or Claim Form as received. Only those Class Members who timely complete and return a Claim Form postmarked or received by the Claims Administrator by the Bar Date will be deemed Authorized Claimants. Defendant shall have no obligation to pay or fund any amounts allocated to Class Members who do not timely submit a Claim Form as set forth in this Agreement.

- D. The Named Plaintiff is deemed to be an Authorized Claimant and is not required to file a Claim Form.

2.5 Opt-outs: Class Members who Opt-out of the Settlement.

- A. Class Members who elect to opt-out of the settlement as set forth in this Agreement must mail, via First Class United States Mail, postage prepaid, a written, signed statement to the Claims Administrator that states they are opting out of the settlement. The Opt-out Statement must include the name, address, and telephone number, the dates of employment, and a statement indicating their intention to opt-out. An Opt-out Statement must be postmarked by United States Postal Service on or before the Bar Date.
- B. The Claims Administrator shall stamp the received date of each Opt-out Statement and send copies of each Opt-out Statement to Class Counsel and Defendant's Counsel not later than three (3) days after receipt. The Claims Administrator shall retain the stamped originals of all Opt-out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Claims Administrator is relieved of its duties and responsibilities under this Agreement.
- C. Any Class Member who does not timely submit an Opt-out Statement pursuant to this Agreement will be deemed to have accepted the settlement and the terms of this Agreement, will be bound by the Final Order, and will have released any Released Class Claims, which will be dismissed with prejudice.

- D. Defendant, at its sole and independent discretion, shall have the right, but not the obligation, to revoke this Agreement if requests for exclusions from the proposed settlement are validly filed by at least eight percent (8%) of the Settlement Class. If Defendant exercises this option, all of Defendant's obligations under this Agreement shall cease to be of any force or effect; this Agreement and any orders entered in connection with the settlement shall be vacated, rescinded, canceled, and annulled; and the Parties shall return to the status quo as if the Parties had not entered into this Agreement. In addition, in such event, the Agreement and all negotiations, court orders, and proceedings relating thereto shall be without prejudice to the rights of any and all Parties, and all evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Action or otherwise. Defendant shall exercise its rights under this paragraph, if at all, in writing no later than twenty-one (21) days after receiving the information to be provided by the Claims Administrator pursuant to Paragraph 2.2.E by giving notice of such exercise to Class Counsel.

2.6 Objectors: Class Members who Object to the Settlement.

- A. Class Members who wish to present objections to the proposed settlement at the Fairness Hearing must first do so in writing and validly file a Claim Form by the Bar Date. To be considered, such statement must be mailed to the Claims Administrator via First Class Mail, postage pre-paid, and postmarked by the United States Postal Service on or before the Bar Date. The statement must include all reasons for the objection, and any supporting documentation. The statement must also include the name, address, and telephone number and the dates and locations of employment of the Class Member making the objection. The objection must also include a list of all other objections, if any, filed by the Settlement Class Member or his/her counsel, to any class actions pending in any court in the United States in the previous five years. The Claims Administrator will stamp the date received on the original and send copies of each objection, supporting documents, as well as a copy of the Notice and Claim Form mailed to the Objector, to Class Counsel and Defendant's Counsel by email delivery no later than three (3) days after receipt of the objection. The Claims Administrator shall also file the date-stamped originals of all objections with the Court.
- B. Any Authorized Claimant who files objections to the settlement shall also have the right to appear at the Fairness Hearing either in person or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state his or her intention to do so in writing on his or her written objections. An Objector may withdraw his or her objections at any time. Any Class Member who has elected to opt-out may not submit objections to the settlement.

2.7 Notice of Final Settlement Amount.

- A. **Notice of Final Settlement Amount.** No later than thirty (30) days prior to the Fairness Hearing, the Claims Administrator shall provide to Class Counsel and Defendant's Counsel: (a) a list of all Authorized Claimants, (b) a list of all

Objectors, (c) a list of all Class Members who timely submitted an Opt-out Statement and all Opt-Out Statements, and (d) estimated calculations for the Final Settlement Amount, including Costs and Fees, amounts calculated for Authorized Claimants, and other amounts described in this Agreement, in an Excel spreadsheet that designates each Authorized Claimant, his/her allocated share, and the appropriate totals and calculations to confirm the Final Settlement Amount.

- B. **Mechanism to Resolve Calculation Disputes.** To the extent that any party has any issues with the calculations after Notice of the Final Settlement Amount occurs, those issues shall be raised within seven (7) days. If the parties cannot resolve any dispute about the calculations or the Final Settlement, the parties shall seek judicial intervention as deemed necessary. However, in no event shall Defendant be compelled to pay more than the Final Settlement Amount.

2.8 Fairness Hearing and Application for Final Approval and Dismissal.

- A. After the Bar Date and in accordance with the schedule set by the Court in the Preliminary Approval Order, Class Counsel shall file supporting documents for final approval of the settlement (“Application for Final Approval”). The Application for Final Approval may contain a report from the Claims Administrator, an application for attorneys’ fees, and supporting affidavits and documents from Class Counsel and/or Named Plaintiff regarding the fairness, adequacy and reasonableness of the settlement or any aspect related to this Agreement. The Application for Final Approval may also include a proposed Final Order, as agreed upon by the Parties. Class Counsel will file the Final Approval Motion as “unopposed,” but shall provide a draft of the Final Approved Motion to Defendant’s counsel for review and comment no later than ten (10) days prior to filing. Defendant shall not oppose such application so long as it is consistent with the terms and conditions of this Agreement and Defendant’s revisions, if any.
- B. At the Fairness Hearing and through the Application for Final Approval, the Parties shall request that the Court, among other things: (1) approve the settlement and Agreement as fair, reasonable, adequate, and binding on all Class Members who have not timely opted out of the settlement; (2) enjoin all Class Members who do not opt out from pursuing and/or seeking to reopen claims that have been released by this Agreement; (3) order Defendant to fund the QSF with the Final Settlement Amount; (4) order the Claims Administrator to distribute Settlement Checks to the Authorized Claimants and any Service Award to Named Plaintiff as described in this Agreement; (5) order the Costs and Fees to be paid; (6) dismiss the Action against the Defendant with prejudice without costs or fees not referenced in this Agreement, and release the Released Class Claims as against Defendant; (7) enter a Final Order in accordance with this Agreement; and (8) retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby.
- C. The Final Order may further order the Claims Administrator to: (1) provide

verification to Class Counsel and Defendant's Counsel that it has distributed the Settlement Checks, and (2) retain copies of all the endorsed Settlement Checks.

3. SETTLEMENT TERMS

- 3.1 Amount.** Defendant collectively and individually agrees to pay a maximum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for allocation and calculation purposes, to fully resolve and satisfy all amounts to be paid to all Authorized Claimants and any Court-approved Costs and Fees.
- 3.2 Payment of Attorneys' Fees.** Defendant shall pay Class Counsel's attorneys' fees and costs awarded by the Court within fourteen (14) days following the entry of the Court's Final Approval Order, subject to Class Counsel providing a stipulated undertaking in the form of Exhibit A hereto. The payment shall be made by wire to the trust account of Bursor & Fisher, P.A.
- 3.3 Funding the QSF.** Defendant shall fund the QSF with all relief due hereunder to Authorized Claimants and the Named Plaintiff within ten (10) days after the Final Effective Date. Once Defendant makes the payments required in paragraphs 3.2 and 3.3 hereunder, neither Defendant nor Releasees shall have any further obligation or liability under this Agreement to Named Plaintiff or the Class Members.
- 3.4 Tax Characterization.** Settlement Checks to Authorized Claimants will be deemed entirely 1099 payments for liquidated damages and interest. All Costs, Fees and the Service Award to Named Plaintiff will be considered 1099 non-wage income.
- 3.5 Payments from the QSF.** The Claims Administrator shall make the following payments from the QSF, once the QSF is funded as described in Section 3.2:
- A. Within five (5) days of the QSF being funded by Defendant, which shall be done within ten (10) days after the Final Effective Date, the Claims Administrator shall (i) mail all Settlement Checks to Authorized Claimants, representing Claimants' Individual Gross Amounts; and (ii) mail any Service Awards to Named Plaintiff.
 - B. Any amounts representing uncashed Settlement Checks, Service Award, or any other amount remaining in the QSF nine (9) months after the mailing of any Settlement Checks shall revert to Defendant. Four weeks before any reversion, Class Counsel shall be advised of all uncashed checks and provided with the signed Claim Forms of such Authorized Claimants. Any forfeiture by the Named Plaintiff or an Authorized Claimant by reason of this provision shall not otherwise invalidate their release of Released Claims against the Defendant and Related Persons pursuant to this Agreement.
- 3.6 Amounts Payable as Attorneys' Fees, Costs, and Expenses.**
- A. At the Fairness Hearing and in connection with the Application for Final Approval, Class Counsel will petition the Court for an award of no more than Two Hundred Fifty Thousand Dollars (\$250,000.00), which represents approximately $\frac{1}{3}$ of the

Gross Settlement Fund, which shall include attorneys' fees, costs, and expenses incurred in connection with Class Counsel's prosecution of the Action and its resolution, but not the cost of the Claims Administrator. Defendant shall not oppose this application, including any appeal or request for reconsideration if the application is denied or modified by the Court.

- B. The substance of Class Counsel's application for attorneys' fees, expenses and costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Action. The outcome of any proceeding related to Class Counsel's application for attorneys' fees, expenses and costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Application for Final Approval.
- C. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made pursuant to this Agreement and agrees to indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest for which Class Counsel is responsible as a result of the payment or any allocation of the payment made pursuant to this Agreement. Class Counsel further agrees that any allocation of fees between or among Class Counsel and any other attorney purporting to represent Named Plaintiff and/or the Settlement Class shall be the sole responsibility of Class Counsel.
- D. Defendant shall fund the Court-approved Class Counsel's costs, fees and expenses in the manner described in Section 3.2.

3.7 Service Awards to Named Plaintiff.

- A. In return for services rendered to the Settlement Class, at the Fairness Hearing, Named Plaintiff may apply to the Court to receive a Service Award of no more than Five Thousand Dollars (\$5,000.00).
- B. The application for a Service Award is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Action. The outcome of the Court's ruling on the application for a Service Award will not terminate this Agreement or otherwise affect the Court's ruling on the Application for Final Approval. But, Defendant shall have no obligation to pay the Service Award until and upon Final Approval.
- C. Defendant shall fund the Court-approved Service Award in the manner described in Section 3.4.

3.8 Allocation to Class Members. Individual settlement allocations for Authorized Claimants shall be computed using the following methodology:

- A. **Total Weeks Worked.** Each Class Member's individual total weeks worked for Defendant from June 24, 2016 to February 24, 2019. For purposes of this calculation, remaining fractions of weeks shall be rounded up so as to count as an entire week. Such information will be provided to Class Counsel and will be

provided to the Claims Administrator pursuant to Section 2.4. Class Members will be provided with this information on their Claim Form and Release. To the extent that any Class Member challenges the weeks worked, they must supply a sworn statement and shall be required to supply documentation reflecting their tenure of employment, or other relevant information to verify their challenges. Any challenges that cannot be agreed upon by the parties will be submitted to the court for a binding determination.

- B. **Formula.** Each Class Member's percentage shall be calculated by (i) taking the individual Class Member's total weeks worked, and (ii) dividing it by the sum of the gross weeks worked for the entire Settlement Class.
- C. **Multiplier.** The individual percentage allocated to each Class Member shall be multiplied by the Gross Claimant Fund to determine the amount allocated to each Class Member as the Individual Gross Amount. However, in the event any Class Member is allocated less than \$50 as the Individual Gross Amount, the Claims Administrator will adjust that Class Member's Individual Gross Amount to \$50, and reduce the Individual Gross Amounts for other Class Members on a pro rata basis so that the total of all Individual Gross Amounts allocated to all Class Members is equal to the Gross Claimant Fund.
- D. **Authorized Claimants.** Only Authorized Claimants shall be entitled to be paid the Individual Gross Amount under this Agreement. Any Individual Gross Amount not claimed by an Authorized Claimant shall be retained by Defendant.
- E. **Employee-Side Taxes.** Authorized Claimants shall be responsible for payment of all taxes in connection with Authorized Claimants' Individual Gross Amounts and shall indemnify Defendant for any and all liability in connection with Authorized Claimants' failure to pay taxes on such amounts.
- F. No person shall have any claim against Defendant or Releasees, Named Plaintiff, the Settlement Class, or Class Counsel based on distributions or payments made in accordance with this Agreement.

3.9 Release of Claims.

- A. By operation of the entry of the Final Order, and except as to such rights or claims as may be created by this Agreement, each individual Class Member who does not timely opt-out pursuant to this Agreement forever and fully releases and discharges Defendant, as well as Defendant's past, present and future divisions, affiliates, officers, directors, representatives, shareholders, principals, owners, partners, parent companies, subsidiaries, trustees, fiduciaries, employees, beneficiaries, subrogees, privies, administrators, executors, agents, attorneys, employees, insurers, reinsurers, predecessors, successors and assigns, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their official capacities (collectively "Releasees") from all Released Class Claims. Notwithstanding the above, any individual not on the Class

List will not release any claims.

- B. By operation of the entry of the Final Order, and except as to such rights or claims as may be created by this Agreement, each individual Authorized Claimant forever and fully releases and discharges Releasees from all Released Class Claims.
- C. By operation of the entry of the Final Order, and except as to such rights or claims as may be created by this Agreement, Named Plaintiff forever and fully releases and discharges Releasees from all Released Class Claims, and forever and fully releases Releasees from any other claim of any kind under federal, state, or local or common law which Named Plaintiff had or may have against Defendant from the beginning of time through the date of the Preliminary Approval Order, regardless of whether Named Plaintiff is presently aware of these claims, including claims for costs or fees, under federal, state, local or common law.
- D. Except as provided in this Agreement, upon payment of all Costs and Fees as approved by the Court, Class Counsel, on behalf of the Authorized Claimants and Class Members, irrevocably and unconditionally release, acquit, and forever discharge any claim that he, she or they may have against Releasees for attorneys' fees, expenses, disbursements and all other costs and fees associated with Class Counsel's representation of the Class. Class Counsel further understands and agrees that any fee payments approved by the Court will be the full, final and complete payment of all attorneys' fees, expenses, disbursements and all other costs and fees associated with Class Counsel's representation in the Action.

3.10 Non-Admission of Liability. By entering this Agreement, Defendant in no way admits any violation of law or any liability whatsoever to Named Plaintiff and/or the Class Members, individually or collectively, all such liability being expressly denied by Defendant. Defendant denies the material allegations of the Complaint. Rather, Defendant has elected to enter into this Agreement to avoid further protracted litigation and to fully and finally resolve and settle all disputes with Named Plaintiff and Class Members. Settlement of the Action, negotiation and execution of this Agreement, and all acts performed and documents executed pursuant to or in furtherance of this Agreement or the settlement: (1) are not, shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in any and all complaints or other papers filed by Named Plaintiff in the Action; and (2) are not, shall not be deemed to be, and may not be used as an admission or evidence of fault or omission on the part of Defendant in any civil, criminal, administrative, or arbitral proceeding. The Parties understand and agree that this Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of the Agreement.

3.11 Dismissal of Federal Action. Prior to institution of the Action, Named Plaintiff shall prepare and file a Notice of Voluntary Dismissal Without Prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i) in *Day v. Tractor Supply Company*, Case 1:22-cv-00489, United States District Court, Western District of New York.

4 INTERPRETATION AND ENFORCEMENT

- 4.1 **Cooperation Between the Parties; Further Acts.** The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court's approval of this Agreement and all of its terms. Each party, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.
- 4.2 Counsel for the Parties warrant and represent that they are expressly authorized by the Party whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement.
- 4.3 If (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not finally approve the proposed settlement; (iii) the Court does not enter the Final Approval Order in a form the same as, or substantially similar to, the one submitted by the Parties; (iv) any appeal results in a material change to the Agreement; or (v) the settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this settlement shall be treated as void *ab initio*. In such a case, the Parties shall proceed in all respects as if this Agreement had not been executed.
- 4.4 Neither the terms of this Agreement nor any enhancement payment paid to the Named Plaintiff nor any payment made to Authorized Claimants shall have any effect on the eligibility or calculation of employee benefits. The Parties agree that any payments made under the terms of this Agreement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy sponsored by Defendant. Further, payments under this Agreement shall not be considered "compensation" or "annual earnings for benefits" in any year for purposes of determining eligibility for, or benefit accrual within an employee pension benefit plan, employee welfare benefit plan, or other program or policy sponsored by any of the Releasees.
- 4.5 **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 SHALL 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 ADVISER 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.

- 4.6 No Assignment.** Class Counsel and Named Plaintiff, on behalf of the individual Class Members, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Action, or any related action.
- 4.7 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.
- 4.8 Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to Named Plaintiff and all Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns. Notwithstanding the passage of any legislation, bill, regulation, or other change in the law that may materially affect the rights of Named Plaintiff and all Class Members in the Action, this Agreement is binding.
- 4.9 Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 4.10 Captions.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 4.11 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to choice of law principles.
- 4.12 Continuing Jurisdiction.** The Parties shall request the Court to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of


the settlement contemplated thereby. The Parties may not unilaterally petition the Court to modify this Agreement, except to the extent provided in this Agreement.

4.13 Waivers, etc. to Be in Writing. No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court’s approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

4.14 When Agreement Becomes Effective; Counterparts. This Agreement shall become effective upon its full execution. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

4.15 Facsimile and Email Signatures. Any party may execute this Agreement by causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile or email to counsel for the other party. Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

4.16 Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

Plaintiff: 
Rebecca Day (Aug 9, 2023 14:18 EDT)
Rebecca Day, Named Plaintiff

WE AGREE TO THESE TERMS,

Tractor Supply Company, Defendant

Dated: Aug. 9, 2023

By: _____

Title: _____

Signature: _____

Dated: _____

the settlement contemplated thereby. The Parties may not unilaterally petition the Court to modify this Agreement, except to the extent provided in this Agreement.

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Plaintiff: _____
Rebecca Day, Named Plaintiff

WE AGREE TO THESE TERMS,

Tractor Supply Company, Defendant

By: Kevin L. Ellison

Title: General Counsel

Signature: [Handwritten Signature]

Dated: 8/10/23

Dated: _____