

AEGIS LAW FIRM, PC
KASHIF HAQUE State Bar No. 218672
SAMUEL A. WONG State Bar No. 217104
JESSICA L. CAMPBELL, State Bar No. 280626
FAWN F. BEKAM, State Bar No. 307312
fbekam@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

Attorneys for Plaintiff Tracee Sheppard, individually,
and on behalf of all others similarly situated.

[ADDITIONAL COUNSEL LISTED ON THE FOLLOWING PAGE]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

TRACEE SHEPPARD, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

STAFFMARK INVESTMENT LLC; UPS
MAIL INNOVATIONS, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. 20CV365260

*Assigned for all purposes to:
Hon. Patricia M. Lucas, Dept. 3*

JOINT STIPULATION OF SETTLEMENT

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Tracee Sheppard (“Named
7 Plaintiff”) and the Class Members, on the one hand, and Defendants Staffmark Investment LLC
8 (“Staffmark”) and UPS Mail Innovations, Inc. (“UPSMI”) (collectively “Defendants”), on the other
9 hand. Named Plaintiff and Defendants collectively are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Staffmark to pay the settlement amount of Two Million Four Hundred
12 Thousand Dollars (\$2,400,000.00) as provided in Section 3.06(a) below (“Gross Settlement
13 Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth
14 herein, including but not limited to, a release of all claims by Named Plaintiff and the Class Members
15 as set forth herein.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Tracee Sheppard v. Staffmark*
21 *Investment LLC; UPS Mail Innovations, Inc.*, Case No. 20CV365260, commenced on March 19,
22 2020, in the Superior Court of the State of California for the County of Santa Clara.

23 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
24 Exhibit(s).

25 c. “Class” means all current and former non-exempt employees who are or were
26 employed by Staffmark and placed on temporary work assignment with UPSMI in California at any
27 time during the Class Period.
28

d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

AEGIS LAW FIRM, PC
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

e. "Class List" means a list based on Defendants' business records that identifies each Class Member's name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. "Class Member(s)" means all members of the Class.

g. "Class Period" means March 19, 2019 through June 9, 2022.

h. "Court" means the California Superior Court for the County of Santa Clara, where the Action is currently pending.

i. "Date of Finality" means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court's overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. "Defendants" means Defendants Staffmark Investment LLC and UPS Mail Innovations, Inc.

k. "Defense Counsel" means counsel for Defendants:

Susan M. Steward
Kieran D. Hartley
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A Professional Law Corporation
12800 Center Court Drive South, Suite 300

Cerritos, California 90703-9364
Telephone: (562) 653-3200
Fax: (562) 653-3333

Aaron H. Cole
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

l. "Disposition" means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. "Gross Settlement Amount" means Two Million Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) to be paid by Staffmark as provided by this Agreement to settle this Action. All payments to the Class, administration costs, attorney's fees and costs, and Incentive Awards, pursuant to Section 3.07(a) below, shall be paid out of the Gross Settlement Amount. The employer's share of payroll taxes arising from the payments made under this settlement shall be paid by Staffmark separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendants.

o. "Incentive Awards" means a monetary amount of up to Ten Thousand Dollars (\$10,000.00) for the Named Plaintiff, subject to Court approval, in recognition of his efforts and work in prosecuting the Action on behalf of Class Members, and for his general release of claims.

p. "Individual Settlement Payment(s)" means each Participating Class Member's respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

1 q. "LWDA" means The State of California Labor and Workforce Development Agency.

2 r. "LWDA Payment" means 75% of the \$50,000 allocated to the settlement of PAGA

3 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of
4 this Agreement, as provided for below.

5 s. "Motion for Final Approval" means Plaintiff's submission of a written motion,

6 including any evidence as may be required for the Court to conduct an inquiry into the fairness of

7 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and

8 to enter a Final Order in this Action.

9 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,

10 including any evidence as may be required for the Court to grant preliminary approval of the

11 Settlement as required by Rule 3.769 of the California Rules of Court.

12 u. "Named Plaintiff" means Tracee Sheppard.

13 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved

14 administration costs, Class Counsels' attorney's fees and costs, Incentive Awards, and LWDA

15 Payment, pursuant to Section 3.07(a)-(f) below.

16 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the

17 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant

18 to Section 3.04(b) below.

19 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form

20 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

21 y. "PAGA" means the California Private Attorneys General Act of 2004, which is

22 codified in California Labor Code §§ 2698 *et seq.*

23 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount

24 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have

25 agreed that the PAGA Settlement Amount is Fifty Thousand Dollars (\$50,000), subject to Court

26 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the

27 remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group

28 Members.

1 aa. “PAGA Group Members” means all Class Members.

2 bb. “PAGA Period” shall have the same meaning as Class Period.

3 cc. “Participating Class Member(s)” is defined as a Class Member who does not timely
4 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
5 Settlement Amount automatically without the need to return a claim form. Each Participating Class
6 Member will be paid his/her Individual Settlement Payment.

7 dd. “Preliminary Approval Date” means the date the Court preliminarily approves the
8 Settlement embodied in this Agreement.

9 ee. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
10 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
11 Administrator for the benefit of Participating Class Members.

12 ff. “Qualifying Workweeks” means the number of weeks that Class Members were
13 placed on temporary assignment with UPSMI in California while employed by Staffmark as non-
14 exempt employees during the Class Period.

15 gg. “Released Parties” means Defendants and each of their past and present divisions,
16 affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint
17 ventures, assigns, and their respective shareholders, owners, officer, directors, employees, agents,
18 trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries,
19 subrogees, executors, partners, privies, representative, consultants, and attorneys.

20 hh. “Response Deadline” means the deadline by which Class Members must postmark or
21 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
22 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
23 the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal
24 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
25 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
26 mailing.

27 ii. “Settlement Administration Costs” means all costs incurred by the Settlement
28 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to

the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for their Incentive Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

jj. "Settlement Administrator" means Phoenix Settlement Administrators, which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount and related matters under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendants does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendants will be vacated and Named Plaintiff, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be

used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Hon. Carl J. West (Ret.) to resolve the dispute. Nothing in this Section 2.01 shall require the Parties to accept material changes to the Agreement without their express consent.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Named Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action based on the preliminary approval of this Agreement. The date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."

Section 3.02: The Settlement Administrator

The Parties have chosen Phoenix Settlement Administrators to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement

1 Payment checks and distributing them to Participating Class Members, establishing and maintaining
2 the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award
3 checks to Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The
4 Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

5 All costs of administering the Settlement, including but not limited to all costs and fees
6 associated with preparing, issuing and mailing any and all notices to Class Members and/or
7 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
8 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
9 returns and any other filings required by any governmental taxing authority or agency, all costs and
10 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
11 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
12 incurred and/or charged by the Settlement Administrator in connection with the execution of its
13 duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement
14 Administrator from the Gross Settlement Amount.

15 **Section 3.03: Notice to Class Members**

16 No later than five (5) business days after the Preliminary Approval Date, Defendants will
17 provide the Settlement Administrator with a "Class List" in electronic format based on its business
18 records, identifying the names of the Class Members, their last known home addresses, Social
19 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
20 and weeks worked during the Class Period.

21 Within ten (10) business days of receiving a Class List from Defendants, the Settlement
22 Administrator will send Class Members, by first-class mail, at their last known address, the Court
23 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
24 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate
25 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
26 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
27 Settlement Administrator will check all Class Member addresses against the National Change of
28 Address database and shall update any addresses before mailing. The Settlement Administrator will

1 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
2 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
3 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
4 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
5 Members shall not be required to submit claim forms in order to receive a proportional share of the
6 Net Settlement Amount.

7 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
8 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
9 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
10 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
11 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
12 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
13 that reasonable means be used to locate Class Members and that the Settlement Administrator be
14 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
15 Individual Settlement Payments to all Participating Class Members.

16 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
17 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
18 status report provided to the Parties.

19 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
20 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
21 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
22 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
23 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
24 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
25 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
26 procedures set forth in Section 3.07(g) below.

27 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
28 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration

attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with Defendants' records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it.

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

c. Objections to Settlement

For any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear at the final approval hearing to object. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

d. Encouragement of Class Members

The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

e. Right of Plaintiff to Adjust Gross Settlement Amount

If the number of Qualifying Workweeks exceeds 66,000 by more than 10%, the Gross Settlement Amount will increase pro rata per additional workweek.

Section 3.05: Final Fairness and Approval Hearing

On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement

1 and determine whether the Court should give it final approval, and (2) consider any objections made
2 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
3 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
4 Proposed Final Order Approving Settlement of Class Action.

5 **Section 3.06: Settlement Payment Procedures**

6 **a. Settlement Amount**

7 In exchange for the Released Claims set forth in this Agreement, Staffmark agrees to pay the
8 Gross Settlement Amount in the amount of Two Million Four Hundred Thousand Dollars
9 (\$2,400,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The
10 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
11 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
12 Amount, and the Incentive Payments.

13 Within sixty-one (61) calendar days after the Court signs the Final Order, or, if objections or
14 appeals are taken of the Final Order, then by the Date of Finality, Staffmark shall transfer the Gross
15 Settlement Amount plus Staffmark's share of employer-side payroll taxes, as set forth herein, into a
16 QSF established by the Settlement Administrator either directly or by sending the funds to the
17 Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these
18 funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class
19 Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, and the Settlement
20 Administration Costs.

21 Within ten (10) court days after receiving Staffmark's final payment, funding the Gross
22 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
23 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
24 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
25 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
26 search based on the National Change of Address Database to update and correct for any known or
27 identifiable address changes.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00). Class Counsel shall submit an application for an award of costs not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendants shall not object to or oppose any such application in these amounts. Class Counsel shall serve Defendants with copies of all documents submitted in support of their application for an award of attorneys' fees and costs.

Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs, and expenses related to the investigation, prosecution, and settlement of the Action incurred through the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

c. Payment of Settlement Administration Costs

The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Thirty-Five Thousand Dollars (\$35,000.00).

d. Payment of Incentive Award to Named Plaintiff

Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Ten Thousand Dollars (\$10,000.00), the request for which Defendants will not object to or oppose. The Incentive Awards shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court approves less than the amount of incentive award that Class Counsel request, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

1 Because it is the intent of the Parties that the Incentive Awards represent payment to Named
2 Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will not
3 withhold any taxes from the Incentive Awards. The Incentive Awards will be reported on a Form
4 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
5 authorities as required by law.

6 **e. Payment to the Labor and Workforce Development Agency**

7 In consideration of claims made under PAGA, Class Counsel will request that the Court
8 approve allocation of Fifty Thousand Dollars (\$50,000) of the Gross Settlement Amount to these
9 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
10 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid
11 to the Net Settlement Amount for distribution to PAGA Group Members. Defendants will not oppose
12 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
13 The Court's adjustment, if any, of the amount of the Gross Settlement Amount allocated to Named
14 Plaintiff's PAGA claim in the Action, will not invalidate this Agreement.

15 **f. Payment of Individual Settlement Payments to Participating Class Members**

16 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
17 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
18 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
19 each Class Member. To calculate the minimum amount each Class Member will receive based on
20 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
21 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
22 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
23 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
24 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
25 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
26 individual Qualifying Workweeks worked during the Class Period by each Participating Class
27 Member.
28

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages; 10% allocated to interest, and 70% allocated to penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

No later than ten (10) business days after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments. Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis or a comparable database based on set criteria and, if another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will tender the funds from the undeliverable checks to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

1 **g. Default on Payment.**

2 Staffmark's failure to fund the Gross Settlement Amount within sixty-one (61) calendar days
3 after the date that the Court signs the Final Order or, if objections or appeals are taken of the Final
4 Order, then by the Date of Finality, shall be considered a default. In the event Staffmark fails to
5 timely fund the Gross Settlement Amount, the Settlement Administrator will provide notice to Class
6 Counsel and Defendants' counsel within three (3) business days of the missed payment. Thereafter,
7 Defendants will have seven (7) days to cure the default and tender payment to the Settlement
8 Administrator. In the event Staffmark fails to cure the default within the times set forth herein, Named
9 Plaintiff may elect to enter judgment against Staffmark, on an ex parte basis, for the balance of the
10 unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled to recover interest at
11 ten percent (10%) per year from the due date for such payment and reasonable attorneys' fees and
12 costs.

13 **h. No Credit Toward Benefit Plans.**

14 The Individual Settlement Payments made to Participating Class Members under this
15 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
16 calculate any additional benefits under any benefit plans to which any Class Members may be
17 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
18 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
19 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
20 Members may be entitled under any benefit plans.

21 **ARTICLE IV**

22 **LIMITATIONS ON USE OF THIS SETTLEMENT**

23 **Section 4.01: No Admission**

24 Defendants dispute the allegations in the Action and contend that, but for this Settlement, a
25 Class should not have been certified in the Action. This Agreement is entered into solely for the
26 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
27 construed as an admission of liability or wrongdoing by Defendants.

1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 4.03: Nullification**

12 The Parties have agreed to the certification of the Class encompassing all claims alleged in
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
20 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
21 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
22 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
23 should be certified by the Court in a non-settlement context in this Action or any other action, and in
24 any of those events, Defendants expressly reserves the right to oppose certification of the Class.

25 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
26 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

ARTICLE V**RELEASES****Section 5.01: Released Claims by Class Members**

Upon the date Staffmark transfers the Gross Settlement Amount, Named Plaintiff and Participating Class Members who do not opt out of the Settlement release the Released Parties from any and all claims alleged in Named Plaintiff's operative complaint, during the Class Period, including but not limited to damages, restitution, interest, attorneys' fees, costs, statutory penalties, or any other form of relief whatsoever, in connection with claims for: (1) failure to pay wages; (2) failure to provide meal periods; (3) failure to permit rest breaks; (4) failure to provide accurate itemized wage statements; (5) failure to pay wages upon separation of employment; (6) failure to reimburse for business expenses ("Released Claims").

Section 5.02: Released Claims by PAGA Group Members

Upon the date Staffmark transfers the Gross Settlement Amount, the State of California and PAGA Group Members release the Released Parties from all claims for PAGA civil penalties pursuant to Labor Code section 2699(a) and (f) that were alleged or could have been alleged in Plaintiff's notice(s) sent to the LWDA and the operative complaint, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

Section 5.03: Named Plaintiff's Release of Unknown Claims

Upon the date Staffmark transfers the Gross Settlement Amount, Named Plaintiff, waives, releases, acquits, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from Named Plaintiff's employment with Defendants, whether known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

Section 1542 of the California Civil Code provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

1 Plaintiff's general release provided herein is made with an express waiver and relinquishment
2 of any claim, right, or benefit under California Civil Code section 1542.

3 **ARTICLE VI**

4 **MISCELLANEOUS PROVISIONS**

5 **Section 6.01: Amendments or Modification**

6 The terms and provisions of this Agreement may be amended or modified only by an express
7 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

8 **Section 6.02: Assignment**

9 None of the rights, commitments, or obligations recognized under this Agreement may be
10 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
11 consent of each other Party and their respective counsel. The representations, warranties, covenants,
12 and agreements contained in this Agreement are for the sole benefit of the Parties under this
13 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

14 **Section 6.03: Governing Law**

15 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
16 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
17 of laws.

18 **Section 6.04: Entire Agreement**

19 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
20 contains the entire understanding of the Parties with respect to the subject matter contained herein.
21 In case of any conflict between text contained in Articles I through VI of this Agreement and text
22 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
23 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
24 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
25 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
26 supersedes all prior agreements and understandings among the Parties with respect to the settlement
27 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
28 prior agreements or proposals.

1 **Section 6.05: Waiver of Compliance**

2 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
3 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
4 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
5 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
6 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
7 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8 **Section 6.06: Counterparts and Fax/PDF Signatures**

9 This Agreement, and any amendments hereto, may be executed in any number of counterparts
10 and any Party and/or their respective counsel may execute any such counterpart, each of which when
11 executed and delivered shall be deemed to be an original. All counterparts taken together shall
12 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
13 signature.

14 **Section 6.07: Meet and Confer Regarding Disputes**

15 Should any dispute arise among the Parties or their respective counsel regarding the
16 implementation or interpretation of this Agreement, a representative of Class Counsel and a
17 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
18 to submitting such disputes to the Court.

19 **Section 6.08: Agreement Binding on Successors**

20 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
21 of each of the Parties.

22 **Section 6.09: Cooperation in Drafting**

23 The Parties have cooperated in the negotiation and preparation of this Agreement. This
24 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
25 was the drafter or participated in the drafting of this Agreement.

26 **Section 6.10: Fair and Reasonable Settlement**

27 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
28 the Action and have arrived at this Agreement through arm's-length negotiation and in the context

of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is consistent with public policy and fully complies with applicable law.

Section 6.11: Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

Section 6.12: Notice

Except as otherwise expressly provided in the Agreement, all notices, demands, and other communications under this Agreement must be in writing and addressed as follows:

To Named Plaintiff and the Class:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

And

To Defendants:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A Professional Law Corporation
Susan M. Steward State Bar No. 224805
Kieran D. Hartley State Bar No. 301947
12800 Center Court Drive South, Suite 300
Cerritos, California 90703-9364
Telephone: (562) 653-3200
Fax: (562) 653-3333

Aaron H. Cole
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

Class Counsel warrants and represents that they are authorized by Named Plaintiff , and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action

the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

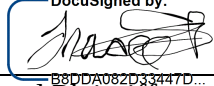
Section 6.16: No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 10/13/2022 | 9:32 AM PDT TRACEE SHEPPARD

By:  B8DDA082D33447D...
Named Plaintiff

Dated: _____ STAFFMARK INVESTMENT LLC

By: _____
(Signature)

(Printed Name)

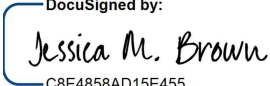
(Title)

Dated: _____ UPS MAIL INNOVATIONS, INC.

By: _____
(Signature)

(Printed Name)

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By: _____
(Signature)

Jessica M. Brown

(Printed Name)

Associate General Counsel, Litigation

(Title)

APPROVED AS TO FORM ONLY:

Dated: _____

AEGIS LAW FIRM, PC

By: _____
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam

Attorneys for Named Plaintiff Tracee Sheppard

Dated: _____

**ATKINSON, ANDELSON, LOYA, RUUD &
ROMO, A PROFESSIONAL LAW
CORPORATION**

By: _____
Susan M. Steward
Kieran D. Hartley

Attorneys for Defendant Staffmark Investment
LLC

Dated: 11/21/2022

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.**

By: _____
Aaron H. Cole

Attorneys for Defendant UPS Mail Innovations,
Inc.

1 required to effectuate the terms of this Agreement, except for signing documents, including but not
2 limited to this Agreement, that are required to be signed by the Parties themselves. Defendants
3 represent and warrants that the individual executing this Agreement on their respective behalf have
4 the full right, power, and authority to enter into this Agreement and to carry out the transactions
5 contemplated herein.

6 **Section 6.16: No Reliance on Representations**

7 The Parties have made such investigation of the facts and the law pertaining to the matters
8 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
9 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
10 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
11 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
12 to any other matters. No representations, warranties, or inducements, except as expressly set forth
13 herein, have been made to any party concerning this Agreement.

14 **EXECUTION BY PARTIES AND COUNSEL**

15 The Parties and their counsel hereby execute this Agreement.

16 Dated: _____ TRACEE SHEPPARD

17
18 By: _____
 Named Plaintiff

19
20 Dated: 12/01/2022 STAFFMARK INVESTMENT LLC

21
22 By: Suzanne Perry
 (Signature)
23 Suzanne Perry
24 (Printed Name)
25 CPO
26 (Title)

27 Dated: _____ UPS MAIL INNOVATIONS, INC.

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By: _____
(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated: _____

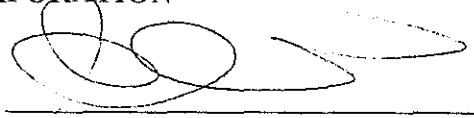
AEGIS LAW FIRM, PC

By: _____
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam

Attorneys for Named Plaintiff Tracee Sheppard

Dated: _____
(20)2022

**ATKINSON, ANDELSON, LOYA, RUUD &
ROMO, A PROFESSIONAL LAW
CORPORATION**

By: _____

Susan M. Steward
Kieran D. Hartley

Attorneys for Defendant Staffmark Investment
LLC

Dated: _____

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.**

By: _____
Aaron H. Cole

Attorneys for Defendant UPS Mail Innovations,
Inc.

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Tracee Sheppard v. Staffmark Investment LLC; UPS Mail Innovations, Inc., Santa Clara Superior Court, Case No. 20CV365260

If you worked as a non-exempt employee in California for Staffmark Investment LLC; UPS Mail Innovations, Inc. at any time from March 19, 2019 through June 9, 2022, a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- You have been identified as a Class Member in a Lawsuit brought by a former employee of Staffmark Investment LLC (“Staffmark”) who worked on temporary assignment at UPS Mail Innovations, Inc. (“UPSMI”) (Staffmark and UPSMI, together, “Defendants”).
- The Court has preliminarily approved a class action settlement with Defendants, which will affect all non-exempt employees placed by Staffmark to work at UPSMI in California at any time between March 19, 2019 through June 9, 2022.
- If the Court grants final approval of the Settlement, there will be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you give up certain rights to sue Defendants separately for the legal claims raised in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. May give up certain rights. If you object to the settlement, you will remain a member of the Class, and if the Court approves the settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Get no payment from it. Keep rights. If you ask to be excluded from the settlement, you won’t receive any payment from the settlement award. But you keep any rights to sue Defendants separately for the legal claims raised or that could have been raised in this Lawsuit.

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.**
- Your options are explained in this notice. To object to the settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

Defendants' records show that you currently work, or previously worked for Defendants in California. This notice explains that the Court has given preliminary approval to a settlement in a conditionally certified class action lawsuit that may affect you.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement. Judge Patricia M. Lucas of the Superior Court of the State of California, County of Santa Clara, is overseeing this lawsuit. The lawsuit is known as *Tracee Sheppard v. Staffmark Investment LLC; UPS Mail Innovations, Inc.*, Case No. 20CV365260.

2. What is this lawsuit about?

This lawsuit is about whether Defendants paid non-exempt employees minimum and overtime wages, provided proper meal periods and rest periods, paid all wages owed upon termination of employment, and provided proper wage statements as required by applicable California laws, including California's Unfair Competition Laws, and the California Private Attorneys General Act.

Throughout the litigation, Defendants have denied—and continue to deny—the factual and legal allegations in the case and have maintained that they have valid defenses to the claims. Defendants deny any wrongdoing and assert that their pay practices at all times complied with the law. Defendants further deny that they owe the monies claimed in the lawsuit. However, Defendants have voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the Plaintiff. The companies sued are called the Defendants. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the settlement, Plaintiff and Defendants agreed to conditionally certify the Class with respect to all of the claims Plaintiff alleged against Defendants as a class action, for settlement purposes only and to ask the Court to approve the settlement. The Court has not ruled on the merits of these claims, and the decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiffs or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

The major terms of the settlement are as follows:

1. Defendants have agreed to pay \$2,400,000.00 to settle the claims made in this lawsuit. This amount is also known as the “Gross Settlement Amount”.
2. Plaintiff Tracee Sheppard has agreed to release all of her claims in this lawsuit against Defendants.
3. Plaintiff seeks the following deductions from the \$2,400,000.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$800,000.00) for Class Counsel’s attorneys’ fees.
 - b. Up to \$20,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An incentive award of up to \$10,000.00 to Plaintiff for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - d. Up to \$35,000.00 to cover the costs of the Settlement Administrator.
 - e. Payment of \$50,000.00 for release of Private Attorneys General Act claims, \$37,500 of which will be paid to the California Labor and Workforce Development Agency and \$12,500 of which will be distributed to all Class Members who were placed by Staffmark to work at UPSMI in California at any time from March 19, 2019 through June 9, 2022, regardless of whether they opt out of the Settlement.

If the Court approves each of the requested deductions from the Gross Settlement Amount, the Parties estimate there will be approximately \$1,485,000 remaining before deducting for taxes. The remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Participating Class Members”) according to the following formula:

The Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the amount each Class Member will receive based on their Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks worked by all Class Members during the Class Period and then allocated to the Class Members, each of whom will receive a payment based on their number of Qualifying Workweeks (the “Individual Settlement Payment”). “Qualifying Workweeks” means the weeks that Class Members worked on assignment by Staffmark with UPSMI in California between March 19, 2019 through June 9, 2022.

Your estimated Individual Settlement Payment is listed in Section 8 of this Notice. Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages, 80% penalties and interest.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All non-exempt employees employed by Staffmark who were placed on temporary assignment with UPSMI in the State of California at any time between March 19, 2019 through June 9, 2022 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Phoenix Settlement Administrators, the “Settlement Administrator”, at the designated phone number for this matter at (800) 784-2174 or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in Section 19.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, or ask to be excluded from the settlement. These options are further explained below, including any dates by which you need to take any actions.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendants, the total number of weeks you worked in California for Defendants as a non-exempt employee during the Class Period is _____.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualifying Workweeks, it is estimated your share of the settlement will be \$_____, less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Settlement Payment checks returned as undeliverable and unclaimed and uncashed 180 days after issuance and delivered checks remaining uncashed for more than 180 days after issuance will be void. The funds from any voided checks will be distributed to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct. You should also send any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will attempt to resolve any dispute based upon Defendant’s records and any information you provide. Any disputes not otherwise resolved by the Settlement

Administrator will be resolved by the Court. Any such dispute must be mailed to the Settlement Administrator no later than [DATE].

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released Defendants from any and all claims that were alleged or reasonably could have been alleged based on the facts in Plaintiff's operative complaint during the period of March 19, 2019 through June 9, 2022. These claims include but are not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods (4) failure to authorize or permit rest periods (5) failure to reimburse business expenses; (6) failure to furnish accurate itemized wage statements wage statement violations; (7) failure to pay wages upon separation of employment and within the required time; (8) violation of California Business and Professions Code §§17200, *et seq.* and (9) any claims asserted under the Private Attorney General Act, based on the preceding claims ("Released Claims").

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. The objection must include a written statement of the grounds for objection, be signed by you or your authorized representative, and include all supporting papers. You must mail any written objection to the Settlement Administrator no later than [DATE]. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely Notice of Objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the settlement. However, you may then be able to sue or continue to sue Defendant(s) for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's disposition of this lawsuit. If you exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations (thus, claims may expire in a short period of time).

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class ("opt-out"), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The statement must be signed by you or your authorized representative and must be postmarked on or before [DATE]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the settlement and will not be bound by the settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE] will be bound by all terms of the settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court. However, Class Members cannot opt out of releasing PAGA claims, as those claims

technically belong to the State of California and Plaintiffs have agreed to release those claims acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court decided that Aegis Law Firm, PC, is qualified to represent you and all Class Members. The law firm is called "Class Counsel" in the context of this case. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with Defendant, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$800,000) in attorneys' fees, plus costs not to exceed \$20,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will the Plaintiffs be paid?

As part of the Settlement with Defendant, Class Counsel has requested an enhancement payment of up to \$10,000.00 to be paid to Plaintiff for her effort in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 784-2174

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] a.m. in Department 3 of the Santa Clara County Superior Court for the State of California, located at 191 N. First Street, San Jose, CA 95113. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time.

If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendants make payment to the Settlement Administrator. If there are no objections or appeals, Defendants will transfer the settlement funds within 61 calendar days of approval, and the Administrator will then distribute the funds within 10 court days after receiving the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

This Notice only summarizes the lawsuit, the Settlement, and related matters. For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California for Santa Clara, at the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, CA 95113.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address, telephone number or email address set forth below. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 784-2174

Class Counsel:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
fbekam@aegislawfirm.com

PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT, OR TO ANY OF DEFENDANT'S MANAGERS, SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS.