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14 *[Additional counsel listed on next page]*

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF SANTA CLARA

17 UNLIMITED JURISDICTION

18
19 JENNIFER GEIERMAN, on behalf of herself,
and all others similarly situated,

20 *Plaintiff,*

21 vs.

22 GROCERY DELIVERY E-SERVICES USA,
23 INC. Delaware Corporation; INSPERITY
BUSINESS SERVICES, L.P., a Texas Limited
24 Partnership; and DOES 1 through 50, inclusive

25 *Defendant.*

Case No. 20CV361771

Assign for All Purposes to the Honorable
Theodore C. Zayner, Department 19

CLASS ACTION

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE**

Action Filed: January 13, 2020
Trial Date: None Set

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INSPERITY PEO SERVICES, L.P.
(erroneously sued as "INSPERITY BUSINESS
7 SERVICES, L.P.")
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IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff JENNIFER GEIERMAN, ("Class Representative" or "Plaintiff"), on behalf of herself and all other similarly situated, and Defendants GROCERY DELIVERY E-SERVICES USA, INC. and INSPIRITY PEO SERVICES, L.P. ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties"), on the other hand, as set forth below:

I. The Conditional Nature of This Stipulation.

This Joint Stipulation of Class Action Settlement and Release, including all associated exhibits or attachments (herein "Stipulation"), is made for the sole purpose of resolving the above-captioned matter (the "Litigation") on a class-wide basis. This Stipulation and the settlement it evidences is made in compromise of disputed claims. Because the Litigation was filed as a class action, this settlement must receive preliminary and final approval from the Court. Accordingly, Defendants and the Class Representative enter into this Stipulation and associated settlement on a conditional basis. In the event that the Court does not execute and file the Order Granting Final Approval of Settlement, or in the event that the Court does not enter the Judgment (as defined below), or in the event that the associated Judgment does not become Final (as defined below) for any reason, this Stipulation shall be deemed null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation, terms and entry of it shall remain subject to the provisions of California *Evidence Code* sections 1119 and 1152.

Defendants deny all of the claims as to liability, damages, and restitution, as well as the class allegations asserted in the Litigation. Defendants have agreed to resolve this Litigation via this Stipulation, but to the extent this Stipulation is deemed void or does not take effect, Defendants do not waive, but rather expressly reserve all rights to challenge all such claims and allegations in the Litigation upon all procedural and factual grounds, including without limitation, the ability to challenge class treatment on any grounds or to assert any and all defenses or privileges. The Class Representative and her counsel agree that Defendants retain and reserve these rights. In particular, the Class Representative and her counsel waive and agree not to argue or to present any argument that Defendants would be estopped from contesting class certification because they have entered into this Stipulation. In addition, the settling parties recognize and agree that under California law, which is

applicable here, courts impose a lesser burden for certification for settlement classes than they do for contested classes.

II. The Parties to this Stipulation.

This Stipulation (with the associated exhibits) is made and entered into by and among the following parties (collectively, the “Settling Parties”): (i) the Class Representative Jennifer Geierman (on behalf of herself and each of the members the class), with the assistance and approval of her counsel (the “Class Counsel”); (ii) Defendant Grocery Delivery E-Service USA, Inc., with the assistance of its counsel of record in the Litigation, and (iii) Defendant Insperity PEO Services, L.P., with the assistance of its counsel of record in the Litigation. The Stipulation is intended by the Settling Parties to result in a Judgment and to fully, finally, and forever resolve, discharge and settle the released claims upon and subject to the terms and conditions hereof.

III. Procedural Posture.

On January 13, 2020, Plaintiff filed a wage and hour class action lawsuit against Defendants. At that time, Plaintiff filed against “Insperity Businesses, L.P.” instead of Defendant Insperity PEO Services, L.P. Plaintiff filed a First Amended Complaint on March 18, 2020, which is the operative complaint, and asserts claims against Defendants for: (1) failing to provide proper disclosures in violation of the Fair Credit Reporting Act (“FCRA”); (2) failing to give proper summary of rights in violation of the FCRA; (3) failing to provide meal periods; (4) failing to provide rest periods; (5) failing to pay hourly and overtime wages; (6) failing to pay expense reimbursements; (7) failing to provide accurate wage statements; (8) failing to timely pay all final wages (i.e., waiting time penalties); (9) unfair competition; and (10) Private Attorney General Act (“PAGA”) penalties.

IV. Defendants’ Denial of Wrongdoing or Liability.

Defendants deny all of the claims and contentions alleged by the Class Representative in the Litigation, including defenses based on liability, class certification, and damages. Nonetheless, Defendants have concluded that to continue the Litigation would be protracted and expensive and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

In addition, Defendants have taken into account the uncertainty and risks inherent in any

litigation, particularly class action litigation, which includes unique and time-consuming procedural requirements governed by the California Rules of Court.

In light of the above, Defendants have determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

V. Claims of the Class Representative and Benefits of Settlement.

The Class Representative believes that the claims asserted in the Litigation have merit and that evidence developed to date supports the claims. The Class Representative and Class Counsel recognize and acknowledge, however, the expense and length of the type of continued proceedings necessary to prosecute the Litigation against Defendants through trial and through appeals. The Class Representative and Class Counsel have also taken into account the uncertain outcome and the risk of any litigation, especially in putative class actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. The Class Representative and Class Counsel are also mindful of the inherent problems of proof in establishing and overcoming potential defenses to the claims asserted in the Litigation. In light of these considerations, the Class Representative and Class Counsel believe that the settlement set forth in the Stipulation confers substantial benefits and is in the best interests of the Class Representative and the Class.

VI. Terms of Stipulation and Agreement of Settlement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Class Representative, for herself and on behalf of all others similarly situated to her and as defined below, on the one hand, and Defendants on the other hand, with the assistance of their respective counsel of record, that, as among the Settling Parties, including all members of the Settlement Class, the Litigation and the Released Claims shall be finally and fully compromised, settled and released, subject to the terms and conditions of the Stipulation and the Judgment.

1. Definitions.

As used in all parts of this Stipulation (including the exhibits which are incorporated as part of the Stipulation), the following terms have the meanings specified below:

1.1 “Accurint Skip Tracing” means the utilization of Accurint, after the Reasonable

Address Verification, to review the accuracy of and, if possible, to update a Class Member's mailing address for a Class Member if a Class Member's Class Notice is returned to the Claims Administrator as undeliverable following the Reasonable Address Verification prior to the initial mailing of the Notice Packet.

1.2 "Aggrieved Employees" means any person who was employed by Defendant Grocery Delivery E-Service USA from January 13, 2019 through the Preliminary Approval Date (the "PAGA Period"), and shall specifically include any hourly-paid or non-exempt employees who worked for Defendant Grocery Delivery E-Service USA in California during this period, including Aggrieved Employees who have not previously release PAGA claims in the settlement of *Avila Davis v. Grocery Delivery E-Services USA Inc. et al.*, Case No. C18-02253, filed on November 6, 2018 in the Superior Court of California, County of Contra Costa., which is estimated to be 1,013 individuals through November 8, 2021

1.2.1. "Aggrieved Employee Payout Fund" means the 25% of the PAGA Penalties that will be paid to the Aggrieved Employees pursuant to Paragraph 1.34.

1.3 "Defendant Grocery Delivery E-Service USA" means one of the two defendants in the Litigation and an alleged co-employer of the present and former applicants and employees who comprise the Class.

1.4 "Defendant Insperity PEO Services, L.P." means one of the two defendants in the Litigation and an alleged co-employer of the present and former applicants and employees who comprise the Class.

1.5 "Defendants Releasees" or "Released Parties" means each Defendant, each of their respective parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, agents (including without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys,

and any past, present or future officers, directors, and employees) predecessors, successors, and assigns.

1.6 “Claims Administrator” means the third-party claims administration firm, Simpluris, Inc.

1.7 “Class” or “Class Members” means (1) any individual who applied for employment with Defendant Grocery Delivery E-Service USA, Inc. and had a background check performed in connection with their employment during the FCRA Class Period (“FCRA Class”) or (2) any individual who worked for Defendant Grocery Delivery E-Service USA, Inc. in California as a Brand Ambassador during the Hourly Employee Class Period (“Brand Ambassador Class”) or (3) non-exempt hourly employees who worked Defendant Grocery Delivery E-Service USA, Inc. in California and who signed arbitration agreements during the Hourly Employee Class Period (“Hourly Employee Class”). The Class is estimated to be approximately 11,182 unique individuals through November 8, 2021.

1.8 “Class Counsel” and “Plaintiff’s Counsel” means Shaun Setareh and William M. Pao of the Setareh Law Group.

1.9 “Class Member Payout Fund” means the gross amount Defendants will pay (subject to Court Approval and the occurrence of the Effective Date) to all Participating Class Members, which amount is calculated by subtracting all of the following from the Gross Settlement Sum:

- (1) up to \$315,130.48 to Class Counsel for attorney fees;
- (2) up to \$20,000.00 to Class Counsel for reimbursement of litigation costs;
- (3) up to \$7,500.00 to the Class Representative as a service award;
- (4) up to \$40,000.00 to the Claims Administrator in administering this Settlement; and
- (5) the \$10,000.00 PAGA Penalties for settlement of claims under California Labor Code section 2698 *et seq.*: 75% (i.e., \$7,500.00) to be paid to the

- 1 California Labor and Workforce Development Agency (“LWDA”), and 25%
2 (or \$2,500.00) to be paid to the Aggrieved Employees pursuant to California
3 Labor Code section 2699(i).
- 4 1.10 “Class Notice Packet” (or “Notice Packet”) means the Class Notice in
5 substantially the same form as **Exhibit “A”** to this Agreement.
- 6 1.11 “FCRA Class Period” means the following: January 13, 2015 through October
7 29, 2020.
- 8 1.12 “Hourly Employee Class Period” means the following: January 13, 2016
9 through Preliminary Approval.
- 10 1.13 “Class Representative” means Plaintiff Jennifer Geierman, the individual
11 designated in the Complaint to serve as the official representative of the Class.
- 12 1.14 “Court” means the Superior Court of the State of California, for the County of
13 Santa Clara.
- 14 1.15 “Effective Date” means the date on which the Court grants Final Approval of
15 the Settlement.
- 16 1.16 “Experian Skip Tracing” means the utilization of Experian, after the
17 Reasonable Address Verification and Accurint Skip Tracing, to review the
18 accuracy of and, if possible, to update a mailing address for a Class Member in
19 the following scenario: Class Member’s Class Notice is returned to the Claim
20 Administrator as undeliverable.
- 21 1.17 “Final Approval” means that the Final Approval Order and Judgment having
22 been entered by the Court.
- 23 1.18 “Final Approval Hearing” means a hearing held before the Court to consider
24 Final Approval of the Settlement, whether and in what amount attorneys’ fees
25 and costs should be awarded to Class Counsel, and a service payment award to
26 the Plaintiff, and the merits of objections, if any, to the Settlement set forth
27 therein or any of its terms. This hearing is intended to be the Final Approval
28 Hearing required under California Rule of Court 3.769(a).

1.19 “Gross Settlement Sum” (or “GSS”) shall mean the total settlement amount of \$945,391.45 to be paid by Defendants, subject to the occurrence of the Effective Date of settlement, and includes Class Counsel’s attorneys’ fees in a sum of up to \$315,130.48, and litigation costs of up to \$20,000.00, the PAGA Penalties in the sum of \$10,000.00 (\$7,500 to be paid to the LWDA, and \$2,500.00 to be paid to the Aggrieved Employees), settlement administration costs to Simpluris, Inc. not to exceed \$40,000.00, the Class Representative service award to Plaintiff in the sum of up to \$7,500.00, and the Individual Settlement Amount payments to Participating Class Members.

1.20 “Individual Settlement Amount” shall mean the total gross amount due to an individual Participating Class Member, inclusive of pre- and post-judgment interest and penalties, which shall be calculated as follows:

- Seventy percent (70%) of the Class Member Payout Fund allocated equally to those Participating Class Members who applied for employment with Defendant Grocery Delivery E-Service USA, Inc. and had a background check performed in connection with their employment during the FCRA Class Period;
- Twenty percent (20%) of the Class Member Payout Fund allocated *pro rata* to those Participating Class Members who worked for Defendant Grocery Delivery E-Service USA, Inc. in California as a Brand Ambassador during the Hourly Employee Class Period based on the amount of work weeks the Participating Class Member worked for Defendant Grocery Delivery E-Service USA, Inc. during the Hourly Employee Class Period;
- Ten percent (10%) of the Class Member Payout Fund allocated *pro rata* to those Participating Class Members who worked for Defendant Grocery Delivery E-Service USA, Inc. in California as a non-exempt hourly employee during the Hourly Employee Class Period and signed an

arbitration agreement based on the amount of work weeks the Participating Class Member worked for Defendant Grocery Delivery E-Service USA, Inc. during the Hourly Employee Class Period;

- Each Individual Settlement Amount for the Brand Ambassador and Hourly Employee Class Members will be calculated by dividing the Class Member Payout Fund by the total number of workweeks all Class Members worked during the Hourly Employee Class Period and then multiplying by the individual Class Member's workweeks provided in the Class Data List sent by Defendants.
- If the Participating Class Member is also an Aggrieved Employee, that individual's share of the Aggrieved Employee Payout Fund (as calculated using the formula in Paragraph 1.34) shall be added to his or her Individual Settlement Amount.

1.21 "Jennifer Geierman" or "Plaintiff Geierman" or "Plaintiff" or "Class Representative" means Jennifer Geierman, the named Plaintiff in the Litigation and Class Representative.

1.22 "Judgment" means the judgment to be rendered by the Court pursuant to this Stipulation, substantially in the form attached hereto as **Exhibit "C."** This Judgment shall be a judgment for purposes of California Rule of Court 3.771(a).

1.23 "Last Known Address" means the most recently recorded mailing address for a Class Member, such information is contained in employment, payroll, or personnel records maintained by Defendants.

1.24 The "Litigation" shall mean the lawsuit pending in the Court presently styled *Jennifer Geierman v. Grocery Delivery E-Services USA, Inc. et al.*, Class Action, Santa Clara County Superior Court, Case No. 20CV361771 filed on January 14, 2020.

1.25 "Labor and Workforce Development Agency" or "LWDA" means the

California agency that pursuant to California Labor Code sections 2698 *et seq.* shall receive an amount equal to seventy-five percent (75%) of the amount paid for PAGA Penalties in settlement of the Litigation.

1.26 “Notice of Proposed Class Action Settlement” or “Class Notice(s)” means a notice titled “Notice of Proposed Class Action Settlement” to be approved by the Court, substantially in the form attached hereto as **Exhibit “A.”** The “Notice of Proposed Class Action Settlement” shall constitute the class notice pursuant to California Rule of Court 3.769(f) and, once approved by the Court, shall be deemed compliant with California Rule of Court 3.766(d).

1.27 “Notice Mailing Deadline” means the deadline for the Claims Administrator to mail the Class Notices, which shall be no later than forty-five (45) calendar days after the Preliminary Approval Date.

1.28 “Notice Packet” means the Class Notice.

1.29 “Objection Deadline” means the deadline for a Class Member to object to the settlement, which date shall be indicated on the Class Notices mailed by the Claims Administrator and which shall be postmarked no later than sixty (60) calendar days after the Notice is mailed.

1.30 “Opt Out,” “Opt Outs.” or “Request for Exclusion” means a Class Member wishes to be excluded from the Settlement Class in the manner specified in the Class Notice; a timely opt out must be received no later than the Opt Out Deadline. If a Class Member is also an Aggrieved Employee, the Class Member shall remain an Aggrieved Employee, but shall be excluded from the Settlement Class.

1.31 “Opt Out Deadline” means the deadline for a Class Member to Opt-Out of the settlement, which date shall be indicated on the Class Notices mailed by the Claims Administrator and which shall be postmarked no later than sixty (60) calendar days after the Notice is mailed.

1.32 “Order of Final Approval and Entry of Judgment” or “Order Granting Final

- 1 Approval of Settlement and Entry of Judgment” shall mean the order and
- 2 judgment to be entered by the Court titled “Order Granting Final Approval of
- 3 Settlement and Entering Judgment,” substantially in the forms attached hereto
- 4 as **Exhibit “C.”** The “Judgment,” shall constitute approval pursuant to
- 5 California Rule of Court 3.769(a).
- 6 1.33 “Participating Class Member” means any Class Members who do not timely
- 7 Opt Out of the settlement.
- 8 1.34 “PAGA Penalties” means the penalties pursuant to California Labor Code
- 9 sections 2698 *et seq.*, the Labor Code Private Attorneys General Act of
- 10 2004 (“PAGA”), that Settling Parties have agreed is a reasonable sum to be
- 11 paid in settlement of the PAGA claims included in the Litigation, which is
- 12 \$10,000.00. PAGA Penalties are to be approved by the Court pursuant to
- 13 Labor Code section 2699 and are to be distributed as follows: seventy-five
- 14 percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved
- 15 Employees and twenty-five (25%) to Aggrieved Employees who have not
- 16 previously release PAGA claims in the settlement of *Avila Davis v. Grocery*
- 17 *Delivery E-Services USA Inc. et al.*, Case No. C18-02253, filed on November
- 18 6, 2018 in the Superior Court of California, County of Contra Costa., which is
- 19 estimated to be 1,013 individuals through November 8, 2021. The PAGA
- 20 Penalties paid to the Aggrieved Employees will be calculated by dividing the
- 21 \$2,500 allocation by the total number of workweeks worked by the Aggrieved
- 22 Employees during the PAGA Period and then multiplying by the individual
- 23 Aggrieved Employee’s workweeks provided in the Class Data List sent by
- 24 Defendants.
- 25 1.35 “PAGA Period” means the following: January 13, 2019 through Preliminary
- 26 Approval Date.
- 27 1.36 “Person” means a natural person.
- 28 1.37 “Preliminary Approval Date” shall mean the date on which the Court grants

preliminary approval of the settlement.

1.38 “Preliminary Approval Order” or “Order Granting Preliminary Approval of Class Action Settlement” shall mean an order to be signed and filed by the Court following the hearing on the Motion for Order Granting Preliminary Approval of Class Action Settlement and which is substantially in the form attached hereto as **Exhibit “B.”** This Preliminary Approval Order shall constitute an order certifying provisional classes for settlement purposes only pursuant to California Rule of Court 3.769(d), approving the Class Notice and directing the mailing of the Notice Packet, and setting a final approval/fairness hearing pursuant to California Rule of Court 3.769(e).

1.39 “Reasonable Address Verification” shall mean the utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address.

1.40 “Released Claims” means upon the effective date, each Participating Class Member who has not submitted a timely and valid Opt Out will be bound by the approval and judgment and thereby release the Released Parties from: claims that reasonably arise out of the same set of operative facts plead in the Complaint and First Amended Complaint in the Action, or that were reasonably related to the allegations in the Complaint and First Amended Complaint in the Action with respect to the alleged violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681 *et seq.* that accrued during the FCRA Class Period; wage and hour claims that were brought in this Action, including but not limited to allegations that Defendants misclassified hourly non-exempt employees as exempt, failed to provide employees with lawful meal periods, failed to provide employees with lawful rest periods, failed to pay premium wages when non-exempt employees were not provided with lawful meal and/or rest periods, failed to pay minimum and/or overtime wages, failed to reimburse employees for all necessary business expenses in violation

of the Labor Code, including but not limited to sections, 201, 202, 204, 223, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and Business and Professions Code section 17200 *et seq.*; for derivative claims for inaccurate wage statements and waiting time penalties under Labor Code sections 203 and 226, that accrued during the Hourly Employee Class Period, and civil penalties under the Labor Code Private attorneys General Act (Labor Code section §§2698 *et seq.*), that accrued during the applicable Period.

1.41 In consideration for the service award and as an inducement for Defendants to enter into this Stipulation, Class Representative's Released Claims (and only the Class Representative) additionally include any and all claims including Unknown Claims against Defendant that accrued during the Class Period, but does not include claims for: age discrimination under the Age Discrimination In Employment Act, unemployment insurance, workers' compensation benefits, state disability compensation, previously vested benefits under any employer-sponsored benefits plan or claims under the Employment Retirement Income Security Act of 1974.

1.42 "Settlement Class" or "Settlement Class Members" or "Members of the Settlement Class" means any, or collectively all Class Members who do not Opt Out of the settlement by submitting Opt Outs pursuant to Paragraph 3.3.4 and, thus, become bound by the Judgment.

1.43 "Settling Parties" means Defendants Grocery Delivery E-Services USA, Inc. and Insperity PEO Services, L.P. and the Plaintiff Jennifer Geierman, on behalf of herself and as Class Representative of all Participating Class Members.

1.44 "Stipulation" means this agreement, the Stipulation and Agreement to Settle Class Action and all of its attachments and exhibits, which the Settling Parties understand and agree sets forth all material terms and conditions of the Settlement between them, and which is subject to Court approval.

1.45 "Updated Address" means a mailing address that was updated via a

Reasonable Address Verification, via an updated mailing address provided by the United States Postal Service or a Class Member, via Accurant and/or Experian Skip Tracing, or via a Locator Service.

2. Settlement Amount, Timing of Payments, Tax Reporting Obligations, and Other Obligations of Defendant and the Claims Administrator.

2.1.1. The total Gross Settlement Sum shall be Nine Hundred, Forty-Five Thousand, Three Hundred Ninety-One Dollars and Forty-Five Cents (\$945,391.45).

2.1.2. Defendant shall fund the total Gross Settlement Sum no later than thirty (30) calendar days after the Effective Date.

2.1.3. The Claims Administrator will administer the settlement by establishing a toll-free telephone number and mailing address for receipt of Class Member communications, formatting and printing the Class Notice Packets; distributing the Class Notice Packets, performing skip traces on undeliverable Notice Packets, adjudicating Class Members' disputes over dates during the Class Period, providing Class Counsel and counsel for Defendants with updates on the status of Opt Outs (including Class Member names), calculating claims, and handling inquiries about the calculation of the Individual Settlement Amounts. The actions of the Claims Administrator shall be governed by the terms of this Stipulation. The Settling Parties, through their counsel, may provide written information needed by the Claims Administrator pursuant to the Stipulation.

2.1.4. Defendants, through the Claims Administrator, shall pay no later than twenty (20) calendar days after the receipt of the Gross Settlement Sum funds by the Claims Administrator from Defendants, the Court-approved: (1) attorneys' fees and litigation costs to Class Counsel as described in subsection (a) below; (2) the Class Representative service award as set forth in subsection (b) below; (3) the fees and costs to the Claims Administrator as set forth in subsection (c) below; and (4) the PAGA Penalties to the LWDA as set forth in subsection (d) below.

(a) Attorneys' fees and litigation costs: Class Counsel shall submit their application for an award of attorneys' fees and costs to the Court concurrently with the Motion for Order Granting Final Approval and Entering Judgment. Class Counsel shall seek attorneys' fees in the amount of up to \$315,130.48, and reimbursement of litigation

costs of up to \$20,000.00. Defendants agree not to oppose Class Counsel's request for attorneys' fees and costs in the above-referenced amounts. The Claims Administrator will report the attorneys' fees and costs award on a Form 1099, which it will provide to Class Counsel and to the pertinent taxing authorities.

(b) Class Representative Service Award: Subject to Court approval, the Class Representative Jennifer Geierman shall receive a service award of up to \$7,500.00. Defendants agree not to oppose the amount of the Class Representative's service award. Since it is the intent of the Settling Parties that the service award to the Class Representative is for her service to the Class Members, and not wages, the Claims Administrator will not withhold any taxes from the service award. The Claims Administrator will report the service award on a Form 1099, which it will provide to the Class Representative and to the pertinent taxing authorities.

(c) Claims Administration Costs: Subject to Court approval, the Claims Administrator, Simpluris, Inc., shall be paid an amount not to exceed \$40,000.00 for its fees and costs relating to the administration of this settlement, including but not limited to all the duties set forth in Paragraph 2.1.3, all tax document preparation, custodial fees and accounting fees, all costs and fees associated with preparing, issuing, and mailing any and all Class Notices, all costs and fees associated with computing, reviewing and paying distributions from the Gross Settlement Sum, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering disbursements from the Gross Settlement Sum, and any other costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of its duties under this Stipulation.

(d) PAGA Penalties: Subject to Court approval, \$7,500.00 shall be paid to the LWDA for PAGA Penalties, which represents the seventy-five percent (75%) share of the \$10,000.00 portion of the Gross Settlement Sum allocated to PAGA and payable to the

LWDA pursuant to Labor Code sections 2699 *et. seq.*

2.1.5. No later than forty (40) calendar days after the payment of funds to the Claims Administrator, Defendants, through the Claims Administrator, and according to the terms, conditions and procedures set forth in this Stipulation, shall pay to each Participating Class Member their Individual Settlement Amount. PAGA Payments to Aggrieved Employees and Payments to Participating Class Members will be classified as 100% interest and penalties for the FCRA Class, not subject to withholdings or deductions, for which IRS 1099 Forms shall be issued. Payments to Participating Class Members will be classified as 75% interest and penalties and 25% wage for the Brand Ambassador Class and Non-Exempt Class, for which IRS 1099 Forms and W-2 Forms shall be issued.

2.1.6. The Claims Administrator shall compute the Individual Settlement Amount for the Participating Class Members as follows:

- (a) The payment of the Individual Settlement Amounts will be calculated by using the formula set forth in Paragraph 1.20.
- (b) The Settling Parties agree that the above-described formula and distribution methods are reasonable and fair in light of the Settling Parties' investigation of the claims of the Class, and the relative degree of uncertainty, risk of outcome of further litigation, and difficulties and delays inherent in such litigation of these claims.

2.1.7. Number of Class Members. As of the approximate date of mediation, Defendant certified that the total number of Class Members was 10,473. The parties agreed that if the total number of Class Members as of the date of Preliminary Approval of the Settlement increases by more than fifteen percent (15%) of the total number of Class Members that Defendant provided to Class Counsel at mediation, i.e., 10,473, then the Hourly Employee Class Period end date will be adjusted to be the date one day prior to the date on which the total number of Class Members first increased above 15% (i.e., the date one day prior to the 1,570 employee above 10,473 being hired), rather than the date of Preliminary Approval of the Settlement.

2.1.8. The Parties agree that nothing contained herein is intended to constitute legal

advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each Participating Class Member are unique, and each Participating Class Member is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this settlement.

2.1.9. Individual Settlement Amount payment checks will be valid for a period of 120 days following issuance by the Claims Administrator, after which they will become void. Should there remain uncashed checks thirty (30) days following issuance, the Claims Administrator will mail a postcard to each holder of an uncashed to remind them to cash it before the void date. Following the void date, the Claims Administrator will cause the aggregate sum represented by those uncashed checks as follows, pursuant to California Code of Civil Procedure Section 384 to Legal Aid at Work.

3. Procedure for Approval and Implementation of Settlement

3.1 Preliminary Approval.

3.1.1. The Class Representative, through her counsel of record, shall file this Stipulation with the Court in conjunction with the Motion for Order Granting Preliminary Approval of the Class Action Settlement. The Preliminary Approval motion will (1) seek preliminary approval of this Stipulation pursuant to California Rule of Court 3.769(c), Exhibit "B" – Preliminary Approval Order; (2) conditional certification of the Class for settlement purposes only; (3) seek approval of the Class Notice, and the mailing to all members of the Class; (4) request the scheduling of the Final Approval Hearing (pursuant to California Rule of Court 3.769(e)).

3.1.2. Failure of the Court to enter the Preliminary Approval Order in its entirety or in a substantially similar form will be grounds for Defendants to terminate the settlement and the terms of this Stipulation pursuant to Paragraph 3.6.1; however, pursuant to Paragraph 3.6.1, the Settling Parties are to take all reasonable steps to cure any deficiencies so as to avoid any termination of the settlement.

3.2 Notice to Class Members.

3.2.1. Following the grant of Preliminary Approval and direction by the Court to mail the Court-approved Class Notice, the Claims Administrator shall mail a Notice Packet to each member of the Class no later than thirty (30) days after the Preliminary Approval Date. The Class

Notice Packets shall be mailed via first class mail through the United States Postal Service, postage pre-paid. The envelope containing the Class Notice Packets shall bear the following phrase in bold type, ¼ inch below the return address or ¼ inch above the Claims Administrator's name and address: Return Service Requested. The envelope shall also bear the following phrase in the bottom left hand corner: "IMPORTANT LEGAL DOCUMENT – You May Get Money From A Class Action Settlement; Your Prompt Reply To Correct A Bad Address Is Required; Please Open Immediately". The Notice Packet will not contain any other materials.

3.2.2. Defendants shall prepare a list, in an electronically usable format containing for each Class Member, to the extent Defendants have such information, the following: (1) the first, last and middle name; (2) Last Known Address; (3) Social Security number; and (4) the number of workweeks worked during the Hourly Employee Class Period. By approving this settlement, the Court will be deemed to have authorized Defendants to provide the Claims Administrator with the Class Data List, including the social security numbers of the Class Members. Defendants shall provide the Class Data List to the Claims Administrator within twenty (20) calendar days of the Preliminary Approval Date.

3.2.3. For the Class Representative, the Claims Administrator shall mail the Class Notice Packet to the Class Representative in care of Class Counsel at Class Counsel's address.

3.2.4. For Class Members who have been designated by Defendants on the Class List as an active employee, the Claims Administrator shall mail the Class Notice to the Last Known Address provided by Defendants. If a Notice Packet associated with an active employee is returned as undeliverable due to an incorrect address, the Claims Administrator shall immediately inform the Parties and request Defendants to undertake efforts to obtain a more current address from the Class Member for remailing of the Notice Packet.

3.2.5. Prior to mailing the Class Notice, the Claims Administrator shall undertake a Reasonable Address Verification to ascertain the accuracy of the Last Known Address of Class Members' addresses contained in the Class Data List for former employees. To the extent this process yields an Updated Address, it shall replace the Last Known Address and be treated as the new Last Known Address for purposes of this Stipulation and for Class Notice mailing.

3.2.6. If a Class Member is known to be deceased, the Class Notice for that deceased Class Member shall be mailed to the Last Known Address (or Updated Address, if applicable) of the legal representative of the deceased Class Member's estate, to the extent known.

3.2.7. Unless the Claims Administrator receives a Class Notice returned from the United States Postal Service for reasons discussed below in this paragraph, that Class Notice shall be deemed mailed and received by the Class Member to whom it was sent five (5) days after mailing. In the event that, subsequent to the first mailing of a Class Notice and prior to the Opt Out Deadline, the Class Notice is returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender," the Claims Administrator shall undertake an Accurint or Experian Skip Tracing on the Class Member to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Class Notice within three (3) business days of receipt of the returned Class Notice. In either event, the Class Notice shall be deemed received once it is mailed for the second time. In the event that subsequent to the first mailing of a Class Notice and on or after the Opt Out Deadline, that Notice is returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender," the Claims Administrator shall be required to take no further action with that Class Notice and it shall be deemed to have been delivered. In the event that, subsequent to the first mailing of a Class Notice and prior to the Opt Out Deadline, the Notice is returned to the Claims Administrator by the United States Postal Service with a forwarding address for the recipient, the Claims Administrator shall re-mail the notice to that address within three (3) business days of receipt of the returned Class Notice, the Class Notice will be deemed mailed and received at that point, and the forwarding address shall be deemed the Updated Address for that Class Member. In any event, if the Claims Administrator does not receive notice from the United States Postal Service that a particular Class Notice is undeliverable, or should be sent to a forwarding address, at least ten (10) days prior to the deadline for the Claims Administrator to provide the Declaration of Compliance pursuant to Paragraph 3.2.9 below, the notice procedures in this paragraph will be deemed to have been complied with as to that Class Notice and no further action need be taken by the Claims

1 Administrator with regard to that Class Notice. In the event the Claims Administrator must re-mail
 2 any Class Notice pursuant to the provisions of this Paragraph due to being returned for an invalid
 3 address, the Opt-Out and Objection Deadlines shall be extended for those re-mailings to no later than
 4 thirty (30) calendar days from the date of the re-mailing of the Class Notice. The Claims
 5 Administrator shall include a cover letter with any re-mailing informing the Class Member of the re-
 6 mailing of the Class Notice and that he or she has thirty (30) calendar days from the date of the re-
 7 mailing (which shall be the date the re-mailing of the Class Notice is postmarked) to postmark any
 8 response allowed by the Stipulation and Class Notice, even if postmarked after the original Objection
 9 and Opt Out Deadlines. Compliance with the procedures described in this paragraph shall constitute
 10 due and sufficient notice to Class Members of this proposed settlement and of the Final Approval
 11 Hearing and shall satisfy the requirements of due process. Nothing else shall be required of or done
 12 by the Settling Parties, Class Counsel, counsel for Defendant, or the Claims Administrator to provide
 13 notice of the proposed settlement and the Final Approval Hearing.

14 **3.2.8. Uncashed Settlement Share Checks.** Any checks issued by the Claims
 15 Administrator to Class Members (including those who timely and validly opted-out and are only
 16 receiving a PAGA Share) shall be negotiable for one hundred and eighty (180) calendar days. If a
 17 check is returned to the Claims Administrator, the Claims Administrator will make all reasonable
 18 efforts to re-mail it to the Class Member at his or her correct address. If any Class Member's
 19 settlement check is not cashed within one hundred and twenty (120) days after its mailing, the
 20 Settlement Administrator will send the Class Member a letter or postcard informing him or her that
 21 unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and
 22 offering to replace the check if it was lost or misplaced but not cashed. Those funds represented by
 23 checks returned as undeliverable and those checks remaining un-cashed for more than one hundred
 24 and eighty (180) days after issuance will be voided (collectively, the "Voided Settlement Checks")
 25 and the equivalent amount will be sent to the Alliance for Children's Rights, a 501(c)(3) non-profit
 26 organization, that advocates for children, young adults and families impacted by foster care. The
 27 Parties agree this disposition results in no "unpaid residue" under California *Civil Procedure Code* §
 28 384 (b), as the entire Class Settlement Payout Fund will be paid to Settlement Class members,

whether or not all checks are cashed. Because no unpaid residue will exist, Defendant will not be required to pay any interest on the uncashed checks.

3.2.9. No later than thirty (30) calendar days before the Final Approval Hearing, the Claims Administrator shall provide Class Counsel and counsel for Defendants with a declaration attesting to completion of the notice process, including any attempts to obtain Updated Addresses for, and the re-sending of, any returned Class Notices, including the steps set forth in Paragraphs 3.2.1 - 3.2.7 (“Declaration of Compliance”), which shall be filed with the Court by Class Counsel together with the Motion for Order Granting Final Approval and Entering Judgment.

3.3 *Responses to the Notice of Proposed Class Action Settlement.*

3.3.1. Participation at Class Members’ Own Expense: Pursuant to California Rule of Court 3.766(d)(5), Class Members have the option to participate in this Lawsuit at their own expense by obtaining their own attorney(s). Class Members who choose this option will be responsible for any attorneys’ fees or costs incurred as a result of this election. The Class Notice will advise Class Members of this option.

3.3.2. Objections to Settlement: Class Members may also object to the settlement by submitting a written objection to the Claims Administrator no later than the Objection Deadline. The written objection must be signed and dated, and additionally state the Class Member’s name, dates of employment, the case name and number (*Jennifer Geierman v. Grocery Delivery E-Services USA, Inc. et al., Class Action*, Santa Clara County Superior Court, Case No. 20CV361771), and the basis for the objection. A Class Member who objects to the settlement will still be considered a Member of the Settlement Class unless he or she submits a valid and timely request for exclusion pursuant to Paragraph 3.3.4 below. Class Counsel shall file copies of such objections at the time the Motion for Order Granting Final Approval of Class Action Settlement is filed with the Court. Class Members may also appear and object at the Final Approval hearing, without first filing a written objection.

3.3.3. Opting Out of Settlement: Written requests to be excluded from or opt-out of the Settlement must be post-marked and returned to the Claims Administrator at the address provided in the Class Notice by no later than Opt Out Deadline, unless extended as provided for above. Such written request for exclusion must contain the name, address, telephone number and the last four (4)

digits of the social security number of the person requesting exclusion from the Class. Any person who properly opts out of the Class using this procedure will not be entitled to any payment from the Gross Settlement Sum, and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who do not submit a valid and timely request for exclusion in the manner described in this paragraph and as set forth in the Class Notice shall receive an Individual Settlement Payment and shall become Participating Class Members and shall release the Released Parties from the Released Claims upon Final Approval and entry of Judgment.

3.3.4. Class Members who do not Opt Out of the Settlement Class pursuant to Paragraph 3.3.3 shall be deemed Members of the Settlement Class, shall receive an Individual Settlement Payment, and shall be bound by the Judgment.

3.3.5. In the event that any Class Member timely submits a Request for Exclusion (Opt-Out of the Settlement Class), but it is deficient, as soon as possible, but not later than five (5) business days of the Claims Administrator's receipt of such, the Claims Administrator shall send by first class, postage pre-paid, United States mail a notice to such Class Member informing him or her of the deficiency and that he or she has ten (10) calendar days from the date of the notice (which shall be the date the notice is mailed) to cure the deficiency. The Claims Administrator shall also copy Class Counsel and counsel for Defendants with any such notices of deficiency.

3.3.6. The Settling Parties agree that the Opt Out and Objection Deadlines shall not be extended, and no untimely submissions will be honored, under any circumstances, unless mutually agreeable by the Settling Parties and/or except to the extent permitted under Paragraphs 3.3.1 and 3.3.7. Notwithstanding the foregoing, a Class Member will be allowed to extend the Opt Out and Objection Deadlines for himself or herself if and only if he or she can make a showing of legal incapacity during the notice period.

3.4 *Post Claims Administration Period Events and Settlement Fairness Hearing.*

3.4.1. At the Final Approval Hearing, the Class Representative shall ask the Court to give final approval to this Stipulation and shall submit to the Court a proposed Order Granting Final Approval of the Settlement and requesting that Judgment be entered (substantially in the form attached hereto as **Exhibit "C"**). The Settling Parties shall take all reasonable efforts to secure entry

of the Order Granting Final Approval of Settlement, and the Judgment. If the Court rejects the Stipulation, fails to enter the Order Granting Final Approval of Settlement, or if the Court fails to enter the Judgment, this Stipulation shall be void, and Defendants shall have no obligation to make any payments under the Stipulation; however, the Settling Parties and their counsel agree to take all reasonable efforts to fix any deficiencies the Court cites for its non-approval as set forth in Paragraph 3.6.1.

3.5 *Releases.*

3.5.1. Upon the Effective Date, the Class Representative and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims applicable to each of them.

3.6 *Termination of Settlement; Reasonable Steps to Cure.*

3.6.1. In the event that the settlement set forth in this Stipulation shall not be approved in its entirety by the Court, or in the event that the Effective Date does not occur, Defendants shall have the option to void the settlement, and in such case, no payments shall be made by Defendants to anyone in accordance with the terms of this Stipulation, and this Stipulation shall be deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this provision, the Settling Parties agree to take all reasonable steps to cure any deficiencies cited by the Court as reason for non-approval of any matter(s) filed with the Court for approval. If the Court changes the dates or deadlines of hearings provided for in this Stipulation by fewer than five (5) months, this shall not be deemed a substantial change necessitating termination of the settlement, provided that the Settling Parties agree to move other dates and deadlines in the Stipulation accordingly. In the event the Court reduces any of the amounts requested for the Class Representative, the Class Counsel's fees or costs, or the Claims Administrator, the difference shall become part of the Class Member Payout Fund. In the event that more than 10% of the Class Members Opt Out of the settlement in the manner provided by this Stipulation and Class Notice, Defendant shall have the right to terminate and void this settlement and Stipulation; however, Defendant must notify Class Counsel of its intention to nullify the settlement and Stipulation within thirty (30) calendar days after the expiration of the Opt Out Deadline and pay for all Claims Administrator costs incurred.

3.7 *Miscellaneous Provisions.*

3.7.1. No Person shall have any claim against Class Counsel, the Claims Administrator, or any of the Defendants Releasees based on the payments made or other actions taken substantially in accordance with this Stipulation and the settlement contained herein or further orders of the Court.

3.7.2. This settlement shall result in the release by Settlement Class Members of Released Claims including those arising under PAGA. The Settling Parties and their counsel agree that Defendants' payment of \$7,500.00 to the LWDA for its share of the PAGA Penalties (75%) to settle the PAGA claims is appropriate and proper consideration in the overall context of this Stipulation.

3.7.3. In the event that the Stipulation is not substantially approved by the Court, after all reasonable steps to cure have been exhausted, or the settlement set forth in the Stipulation is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or if the Judgment does not become Final, or to the extent cancellation is otherwise provided for in this Stipulation, the Settling Parties shall resume the Litigation at that time as if no Stipulation had been entered. In such event, the terms and provisions of the Stipulation shall have no further force and effect with respect to the Settling Parties and shall not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated. Notwithstanding any other provision of this Stipulation, if the Court should fail to award attorneys' fees to Class Counsel in the full amount provided for in this Stipulation, no order of the Court or modification of any order of the Court concerning the amount of any attorneys' fees to be paid by Defendants to Class Counsel pursuant to this settlement shall constitute grounds for cancellation or termination of the Stipulation or grounds for limiting any other provision of the Judgment. It is agreed that no order of the Court, including any order concerning attorneys' fees, may alter or otherwise increase the Gross Settlement Amount.

3.7.4. The Settling Parties (a) acknowledge that it is their intent to consummate this agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the

Stipulation; (c) agree to seek and to attempt to obtain Court approval for the Stipulation; and (d) agree to reasonably work together to seek and attempt to obtain Court approval for the Stipulation and final approval should the Court not grant approval upon the first presentation.

3.7.5. The Parties and attorneys agree to keep the settlement confidential through preliminary approval. The Parties further agree that no party shall issue any press release to the news media, or communicate in any way with any news media, concerning the settlement or the litigation.

3.7.6. Unless otherwise ordered by the Court, in the event the Stipulation shall be terminated, cancelled, declared void, or fails to become effective in accordance with its terms, within twenty (20) business days after written notification of such event, Defendants and Class Counsel shall notify each other of this event in writing. If Defendants should elect to terminate the settlement, because ten percent (10%) of more of Class Members requested exclusion, then Defendants shall be responsible for the payment of the Claims Administrator's fees and expenses.

3.7.7. The Stipulation compromises claims which were contested and the subject of a good faith dispute, and it shall not be deemed an admission by any of the Settling Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid in settlement of the Litigation and the other terms of the settlement were negotiated at arms' length and in good faith with sufficient information by the Settling Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

3.7.8. All of the exhibits to the Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

3.7.9. The Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest or their respective counsel.

3.7.10. The Stipulation constitutes the entire agreement among the Settling Parties hereto and no representations, warranties, or inducements have been made to any party concerning the Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own costs.

1 3.7.11. Class Counsel, on behalf of the Settlement Class, are expressly authorized by
2 the Class Representative to take all appropriate action required or permitted to be taken by the Class
3 pursuant to the Stipulation to effect its terms and also are expressly authorized to enter into any
4 modifications or amendments to the Stipulation on behalf of the Settlement Class which they deem
5 appropriate.

6 3.7.12. Each counsel or other Person executing the Stipulation or any of its exhibits
7 on behalf of any Settling Parties hereby warrants that such Person has full and express authority to do
8 so.

9 3.7.13. The Stipulation may be executed in one or more counterparts. All executed
10 counterparts and each of them shall be deemed to be one and the same instrument. A complete set of
11 executed counterparts shall be filed with the Court.

12 3.7.14. The Stipulation shall be binding upon, and inure to the benefit of, the
13 successors and assigns of the parties hereto; however, this Stipulation is not designed to and does not
14 create any third-party beneficiaries unless otherwise specifically provided herein.

15 3.7.15. The Court shall retain jurisdiction with respect to implementation and
16 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
17 Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.

18 3.7.16. The Stipulation and the exhibits hereto shall be considered to have been
19 negotiated, executed, and delivered, and to have been wholly performed, in the State of California,
20 and the rights and obligations of the parties to the Stipulation shall be construed and enforced in
21 accordance with, and governed by, the internal, substantive laws of the State of California without
22 regard to principles of conflicts of law.

23 3.7.17. The language of all parts of this Stipulation shall in all cases be construed as a
24 whole, according to its fair meaning, and not strictly for or against either party. No party shall be
25 deemed the drafter of this Stipulation. The parties acknowledge that the terms of the Stipulation are
26 contractual and are the product of negotiations between the parties and their counsel. Each party and
27 her/its counsel cooperated in the drafting and preparation of the Stipulation. In any construction to be
28 made of the Stipulation, the Stipulation shall not be construed against any party and the canon of

contract interpretation set forth in California Civil Code section 1654 shall not be applied.

3.7.18. Should any deadlines set forth in the Stipulation require any action to be taken on a weekend or a Court holiday, then the action may be taken on the next business day, unless otherwise specified by law or rule of Court, except that should the Opt Out Deadline or Objection Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency notice or a re-mailing) fall on a Saturday and regular U.S. Mail service is in operation that day, then no further extension pursuant to this paragraph shall apply to these specific deadlines.

READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASS:

PLAINTIFF

DATED: 11/1/2023

Jennifer J Geierman

ID 7LumaJSUBReEB6fMFvJMASD

Jennifer Geierman

DEFENDANT GROCERY DELIVERY E-SERVICE USA, INC.

DATED: 10/27/2023

DocuSigned by:

Uwe Voss, Chief Executive Officer

DEFENDANT INSPERITY PEO SERVICES, L.P.

DATED: _____

Daniel D. Herink, Senior V.P. Legal, General Counsel,
Secretary

APPROVED AS TO FORM:

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SETAREH LAW GROUP

DATED: _____

By: _____


Shaun Setareh
Attorneys for Plaintiff Jennifer Geierman

LEWIS BRISBOIS BISGAARD & SMITH LLP

DATED: October 27, 2023

By: _____


Derek S. Sachs
Attorneys for Defendant Grocery Delivery E-
Services USA Inc.

FISHER & PHILLIPS LLP

DATED: November 6, 2023

By: _____


Mark J. Jacobs
Attorneys for Defendant Insperity PEO Services,
L.P.

eSignature Details

Signer ID:	7LumaJSUbReEB6FtMFvJMASD
Signed by:	Jennifer June Geierman
Sent to email:	jennjgeierman@gmail.com
IP Address:	172.112.196.18
Signed at:	Nov 1 2023, 11:20 am PDT