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Attorneys for Defendants

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

STEPHANIE FLORES, on behalf of aggrieved
employees,

Plaintiffs,

vs.

HERMES GLOBAL LOGISTICS
CORPORATION, INC., a California corporation,
BAMBOO LOGISTICS, INC., a California
corporation, AMAZON LOGISTICS, INC., a
Washington corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 30-2020-01148058-CU-OE-CXC

[Assigned for all purposes to The Honorable
William Claster, Dept. CX-104]

**JOINT STIPULATED SETTLEMENT OF
REPRESENTATIVE ACTION**

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

1 **PAGA SETTLEMENT AGREEMENT**

2 Subject to Court approval by the Superior Court of the State of California for the County of Orange
3 (“Court”), Plaintiff Stephanie Flores (“Plaintiff”) and Defendants Hermes Global Logistics Corporation
4 (“Defendant Hermes”) (collectively Plaintiff and Defendant are the “Parties”) agree to this binding settlement
5 agreement (“Settlement” or “Settlement Agreement”) that fully and finally settles and resolves the lawsuit entitled
6 *Stephanie Flores vs. Amazon Logistics, Inc., Bamboo Couriers, Hermes Global Logistics Corporation, et al.*,
7 California Superior Court, County of Orange, Case No. 30-2020-01148058-CU-OE-CXC.

8 **DEFINITIONS**

9 Unless otherwise defined herein, capitalized terms used in this Joint Stipulation of Settlement shall have
10 the meanings set forth below:

- 11 a. “Action” means the Superior Court Complaint (“Complaint”) defined in Section 1 of this
12 Agreement.
- 13 b. “Agreement” means this Stipulation of Representative Action Settlement.
- 14 c. “Court” means the Superior Court of California, County of Orange.
- 15 d. “Defendants” means all of the following: Defendants Hermes Global Logistics Corporation,
16 Bamboo Couriers, Inc., and Amazon Logistics, Inc., as well as each of their divisions, affiliates, parents,
17 subsidiaries, successors, assigns and operating companies, including but not limited to, the respective officers,
18 directors, employees, agents, insurers, and affiliates of each of them, and any individual or entity which could be
19 jointly liable with Defendants.
- 20 e. “Effective Date” means the date on which the Court enters an order approving this Settlement
21 pursuant to Section 2699(l) of the California Labor Code. However, if an appeal or other appellate proceeding is
22 initiated, the Effective Date shall be the date thirty (30) days after the date upon which the Court grants approval
23 of the Settlement if within the thirty (30) days no notice of appeal is filed; or if a timely appeal is initiated, the
24 Effective Date shall be the date of final resolution of that appeal (including any requests for rehearing and/or
25 petitions for certiorari), resulting in final judicial approval of the Settlement.
- 26 f. “Maximum Settlement Amount” or “MSA” means the sum of eighty-five thousand dollars
27 (\$85,000), which sum includes the Individual Settlement Payments, the PAGA Counsel Award, the PAGA
28 Payment to the Labor and Workforce Development Agency, and Settlement Administration Costs. In no event

1 shall Defendants be liable for more than \$85,000 as a result of this Settlement.

2 g. “Individual Settlement Payments” means the amounts payable from twenty-five percent (25%) of
3 Net Settlement Amount to each Representative Group Member, the aggregate total of which Defendant Hermes
4 represented to be One Hundred and Seventy-One (171) members including Plaintiff as of October 29, 2020.

5 h. “Net Settlement Amount” or “NSA” means the MSA less the PAGA Counsel Award and
6 Settlement Administration Costs.

7 i. “Notice” means the Notice of Settlement of PAGA Representative Action, substantially in the
8 form attached hereto as Exhibit A, which shall be mailed by the Settlement Administrator to Representative
9 Group Members with their Individual Settlement Payments.

10 j. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab.
11 Code §§ 2698-2699.5.

12 k. “PAGA Counsel” means James Hardin of Hardin Law Group, APC.

13 l. “PAGA Counsel Award” means attorneys’ fees and costs for PAGA Counsel’s litigation and
14 resolution of this Action, paid from the MSA.

15 m. “PAGA Penalties Fund” is the total amount from out of the MSA (after the deduction of the
16 PAGA Counsel Award and Settlement Administration Costs) that is allocated as follows: twenty-five percent
17 (25%) to the Representative Group Members on a pro rata basis as defined herein, and seventy-five percent
18 (75%) to the LWDA pursuant to Cal. Lab. Code § 2699(i).

19 n. “PAGA Period” shall mean the time period from October 1, 2019 through October 29, 2020.

20 o. “PAGA Representative” means Plaintiff Stephanie Flores.

21 p. “Parties” means Plaintiff and Defendants (collectively defined herein), and “Party” shall mean
22 either Plaintiff or Defendants, individually.

23 q. “Plaintiff” means Plaintiff Stephanie Flores.

24 r. “Representative Group Member Information” means information regarding Representative
25 Group Members that Defendants will in good faith compile from their records and provide to the Settlement
26 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: (1) each Representative
27 Group Member’s employee number; full name; last known address; Social Security Number; start date(s) of
28 employment; end date(s) of employment in California during the PAGA Period in a Representative Group

Position, and (2) a schedule of pay periods applicable to Representative Group Members during the PAGA Period. Defendant's data will be presumed to be correct.

t. "Representative Group Members" means all persons who have been employed by Defendant Hermes in California as non-exempt, hourly paid employees at any time during the PAGA Period, which Defendant Hermes has represented to be One Hundred and Seventy-One (171) members including Plaintiff as of October 29, 2020.

u. "Representative Group Position" shall refer to employment with Defendants as non-exempt, hourly paid employee in California at any time during the PAGA Period.

v. "Released Parties" means Defendants Hermes Global Logistics Corporation and Amazon Logistics, Inc., as well as each of their divisions, affiliates, parents, subsidiaries, successors, assigns and operating companies, including but not limited to Amazon.com Services LLC, (formerly Amazon.com Services, Inc. d/b/a Amazon) (including its parent corporation and any affiliated corporations, its owners, officers, directors, stockholders, managers, agents, employees, and representatives), the respective officers, directors, employees, agents, insurers, and affiliates of each of them, and any individual or entity which could be jointly liable with Defendants. Defendant Bamboo Couriers is not a Released Party.

w. "Settlement" means the disposition of the Action pursuant to this Agreement.

x. "Settlement Administrator" means ILYM Group, Inc.

y. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the MSA for administration of this Settlement.

SUPERIOR COURT COMPLAINT

On July 13, 2020, Plaintiff filed a Superior Court Complaint (the "Complaint" or the "Action")) in the Superior Court of Orange County, and the Complaint is the operative complaint of this Settlement Agreement, as well as the "Action" defined herein that is fully and finally settled and resolved as a result of this Settlement Agreement. As a result of the filing of the Complaint, the Settlement Agreement shall settle all PAGA Claims for all Representative Group Members who were employed by Defendant Hermes Global Logistics Corporation during the PAGA Period. This Settlement does not and will not settle nor affect any PAGA claims or individual claims that may lie or exist against Defendant Bamboo Couriers, which will be dismissed without prejudice pursuant to this Agreement.

1 **PERSONS COVERED BY THE AGREEMENT**

2 Representative Group Members: This Settlement covers all persons who were employed by Defendant
3 Hermes Global Logistics as non-exempt hourly employees in the State of California during the PAGA Period.

4 Plaintiff Stephanie Flores is an individual plaintiff who was employed at Hermes Global Logistics
5 Corporation ("Flores"). Pursuant to this Agreement, and in exchange for the individual settlement she entered
6 into regarding her individual claims, Flores will be bound by a complete Section 1542 release and general release
7 of all claims (known and unknown), without exception, except as may be prohibited by law.

8 **RECITALS**

9 Plaintiffs filed her Complaint on July 13, 2020 in the Orange County Superior Court. Pre-filing, and
10 during the PAGA notice period, the parties engaged in extensive settlement discussions. Following the filing of
11 the Complaint, the Parties agreed to proceed to mediation.

12 The mediation took place on November 24, 2020. The mediation was conducted by Louis Marlin, an
13 experienced wage and hour mediator. During that mediation, the Parties worked out the terms of this Settlement
14 Agreement, and respectfully seek Court approval.

15 In negotiating this settlement, Plaintiff has considered the expense and length of continued proceedings
16 necessary to litigate her Action through trial and through any possible appeals, and the burdens of proof necessary
17 to establish liability for the claims asserted in the action, both generally and in response to Defendants' defenses
18 thereto. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the
19 difficulties and delays inherent in such litigation. Based on the foregoing, Plaintiff has determined that the
20 settlement is a fair and reasonable resolution of the Action that also promotes the objectives of the PAGA.

21 Defendants maintain that they have, and continue to have, legally-compliant employment policies and
22 practices throughout the PAGA Settlement Period as defined herein. Defendants do not admit that they ever
23 violated any provision of the California Labor Code, including, but not limited to, those sections for which
24 Plaintiffs seek individual statutory remedies, as well as civil penalties pursuant to the PAGA, during the PAGA
25 Settlement Period.

26 The Parties and their counsel recognize the expense and length of continued proceedings necessary to
27 litigate this Action through trial and through any possible appeals, and have also taken into account the
28 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation.

1 The Parties and their counsel are also aware of the burdens of proof necessary to establish liability for the claims
2 alleged, and the affirmative and other defenses asserted. Thus, reaching this Agreement now has the potential for
3 having a higher value today than it might have later if this litigation was to continue. The Parties and their counsel
4 have also taken into account that this Settlement confers substantial benefits to the State of California and to the
5 Representative Group Members. Based on the foregoing, each Party and their counsel have determined that the
6 Settlement set forth in this Settlement Agreement is a fair, adequate and reasonable settlement, and is in the best
7 interests of the Representative Group Members.

8 Under California Law, the State may assess and collect civil penalties from employers for violations of
9 certain provisions of the Labor Code. *See* Cal. Lab. Code §§ 2699(a) *et seq.* Under the PAGA, however, if an
10 “aggrieved” employee “give[s] written notice by certified mail to the [State] and the employer of the specific
11 provision of the [Labor Code] alleged to have been violated,” and the State thereafter decides not to investigate, or
12 does investigate and determines that a citation against the employer should not issue, the employee may, “as an
13 alternative” to enforcement by the State, bring a civil action under PAGA to recover the civil penalties “on behalf
14 of himself or herself and other current or former employees.” *Id.* “[C]ivil penalties recovered by aggrieved
15 employees shall be distributed as follows: 75 percent to the state and 25 percent to the aggrieved employees.” *Id.*

16 California Labor Code section 2699(l) requires Court approval of any penalties sought as part of a
17 proposed settlement agreement pursuant to PAGA. Accordingly, the Parties hereby request that the Court
18 approve the instant Settlement Agreement of all penalties Plaintiffs seek pursuant to the PAGA. Labor Code
19 section 2699(l) provides that “[t]he superior court shall review and approve any penalties sought as part of a
20 proposed settlement agreement pursuant to this part.” Accordingly, the Parties hereby seek approval from this
21 Court of the Settlement Agreement pursuant to California Labor Code section 2699(l). Also, pursuant to section
22 2699(l)(2), Plaintiffs’ counsel has submitted this Settlement Agreement to the LWDA, as shown in the attached
23 **Exhibit A.**

24 SETTLEMENT CONSIDERATION

25 Maximum Settlement Amount. The MSA shall be paid as follows: \$85,000 within sixty (60) days after
26 the Court approves the Settlement Agreement.

27 General PAGA Penalties Fund. The Parties agree that the Administrator will pay a total of \$ 49,341
28 from the MSA to the California Labor and Workforce Development Agency (“LWDA”) and Representative

Group Members in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the operative Complaint with respect to the Representative Group Members (“General PAGA Penalties Fund”). Pursuant to the PAGA, Seventy Five Percent (75%) of the General PAGA Penalties Fund, in the amount of \$37,005.75, will be paid to the LWDA, and the remaining Twenty-Five Percent (25%), or \$12,335.25, will be paid to the Representative Group Members according to the following formula:

The total number of pay periods worked by each Representative Group Member during the PAGA Settlement Period; and the total number of pay periods worked by all Representative Group Members during the PAGA Settlement Period.

To determine each Representative Group Member’s payment from the General PAGA Penalties Fund, the Parties will use the following formula: Settlement Payment = \$12,335.25 × [Pay Periods Worked by Individual Representative Group Member during the Settlement Period ÷ Total Pay Periods Worked by All Representative Group Members during Settlement Period].

PAGA Counsel Award and Costs. In full satisfaction of all claims Plaintiffs may have for attorneys’ fees, litigation costs, and expenses arising out of the Action, Defendants agree to pay PAGA Counsel a PAGA Counsel Award of up to \$25,500 in attorneys’ fees and up to \$5,185.00 in litigation costs and expenses, all of which shall be paid from the MSA. Any portion of the PAGA Counsel Award not awarded to PAGA Counsel will revert back to the General PAGA Penalties Fund for redistribution to the Representative Group Members according to the same formula used for the initial General PAGA Penalties Fund distribution. Neither Plaintiff nor PAGA Counsel may revoke the Settlement Agreement if the Court reduces or does not approve the requested Attorneys’ Fees and Costs.

Plaintiffs’ Service Awards. Plaintiff has agreed not to request a service award in light of her separate individual settlement with Defendants resolving her non-PAGA individual claims. As part of that separate settlement, Plaintiff will be deemed to have fully released and discharged Defendants from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendants arising out of or relating to each of the Plaintiff’s employment with Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation,

1 discrimination, harassment or wrongful termination of employment. This general release of claims also includes
2 any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and
3 attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters
4 referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly
5 described herein. Plaintiff will also be deemed to have waived all rights and benefits afforded by California Civil
6 Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing
7 party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known
8 by him or her, would have materially affected his or her settlement with the debtor or released party."

9 Settlement Administration Costs. The Parties will retain ILYM Group as the third-party settlement
10 administrator ("Settlement Administrator"), to administer this Settlement. The Settlement Administrator will be
11 responsible establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to
12 Representative Group Members, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The fees for third-party
13 administration fees that are necessary to administer the Settlement will be up to a maximum payment of Four
14 Thousand Nine Hundred Seventy-Four Dollars and Twenty-Six Cents (\$4,974.00), and shall be taken out of the
15 MSA.

16 Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this
17 Settlement Agreement to the Court and will request that the Court issue an Order and/or Judgment approving and
18 incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment").

19 Funding of the Settlement. Within sixty (60) calendar days after the Court enters the Order or Judgment,
20 Defendants will make deposit the total amount of the MSA into the QSF to be distributed among the General
21 PAGA Penalties Fund, the PAGA Counsel Award and Costs, and Settlement Administration Costs as determined
22 by the Settlement Administrator. Within fourteen (14) calendar days of the Deposit by the Defendant Hermes (as
23 set forth in Section 15 herein) the Settlement Administrator will issue payments to: (a) Plaintiffs' Counsel; (b) the
24 Representative Group Members; (c) the Labor and Workforce Development Agency; (d) and the Settlement
25 Administrator. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all
26 payments issued under this Settlement.

27 Settlement Payments to Representative Group Members. The Settlement Administrator will issue each
28 Representative Group Member a check for his or her share of the General PAGA Penalties Fund along with an

1 explanatory letter which will be mutually approved by the Parties. Checks will remain negotiable for 120 days.
2 Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular
3 First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
4 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other
5 search using the name, address or Social Security number of the Representative Group Member involved, and
6 will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those
7 settlement checks remaining un-cashed for more than 120 days after issuance will be tendered to the California
8 Department of Industrial Relations Unpaid Wage Fund (see Cal. Lab. Code § 96.6). All settlement payments to
9 Representative Group Members will be treated as miscellaneous income for which a 1099 will be issued.

10 Released Claims for the Representative Group Members. Upon approval of this Settlement Agreement
11 and entry of the Order and Judgment, all Representative Group Members fully release and forever discharge the
12 Released Parties (as defined herein) for all PAGA claims that were or reasonably could have been brought based
13 on the facts and legal theories alleged in the operative complaint, including but not limited to PAGA claims based
14 on: (a) any and all claims for unpaid wages, including, but not limited to, claims for minimum, overtime, and
15 double-time wages, the failure to pay for all hours worked, and the failure to pay for all hours worked at correct
16 rates; (b) any and all claims for meal period violations, including claims for late, short, interrupted and/or missed
17 meal periods and/or the failure to pay premium wages; (c) any and all claims for rest break violations, including
18 claims for late, short, interrupted and/or missed rest breaks and/or the failure to pay premium wages; and (d) any
19 and all claims for improper or inaccurate itemized wage statements, including claims for injuries suffered
20 therefrom. Defendant Bamboo Couriers is not a Released Party.

21 No Credit Toward Benefit Plans. Payments to Representative Group Members as referenced herein will
22 not be utilized to calculate any additional benefits under any benefit plans to which any Representative Group
23 Member may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
24 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
25 intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any
26 Representative Group Member may be entitled under any benefit plans.

27 No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any

1 person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and
2 discharged.

3 Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the Settlement as
4 provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement
5 will be null and void.

6 Dismissal of Defendant Bamboo Couriers. The Parties also agree that Bamboo Couriers will be
7 dismissed without prejudice from this Action within 5 days of the execution of this Agreement. Given this
8 contemplated dismissal, Defendant Bamboo shall not be a Released Party (as defined herein).

9 Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will have
10 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the
11 Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate
12 under court rules or as set forth in this Settlement.

13 PAGA Litigation. Because the requirements of class certification do not apply to PAGA aggregate
14 actions (*see Arias v. Super. Ct.*, 46 Cal. 4th 969 (2009)), it is understood and agreed that Representative Group
15 Members shall not be afforded an opportunity to opt out of the settlement or object.

16 Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms
17 regarding the PAGA settlement. No other prior or contemporaneous written or oral agreements may be deemed
18 binding on the Parties.

19 Amendment or Modification. This Settlement Agreement may be amended or modified only by a
20 written instrument, signed by either the Parties or their successors-in-interest, or counsel for all Parties.

21 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent that they
22 are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all
23 appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to
24 effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement
25 Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the
26 implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any
27 document needed to implement the Settlement, or on any supplemental provisions that may become necessary to
28 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such

1 disagreement.

2 Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the
3 benefit of, the successors or assigns of the Parties hereto, as previously defined.

4 California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted
5 according to the laws of the State of California.

6 Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties.
7 However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and
8 each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the
9 same instrument provided that counsel for the Parties will exchange among themselves original signed
10 counterparts.

11 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement
12 Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after
13 arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each
14 represented by competent counsel and that they have had an opportunity to consult with their counsel regarding
15 the fairness and reasonableness of this Settlement.

16 Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the
17 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable
18 precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

19 Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that either party may
20 appeal any court order that materially alters the Settlement Agreement's terms.

21 Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's
22 convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this
23 Settlement Agreement.

24 Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to
25 exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver
26 by such party of the same or any other condition, covenant, right or remedy.

27 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other
28 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights

1 and/or obligations under this Settlement, the prevailing Party or Parties will be entitled to recover from the
2 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
3 connection with any enforcement actions.

4 Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this
5 Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one
6 party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it
7 being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to
8 the preparation of this Settlement Agreement.

9 Representation By Counsel. The Parties acknowledge that they have been represented by counsel
10 throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement
11 Agreement has been executed with the consent and advice of counsel and reviewed in full.

12 Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and
13 execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

14 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this
15 Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties,
16 and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
17 notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

18 Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does
19 not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this
20 Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications,
21 nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties
22 to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other
23 judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any
24 federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law
25 or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has
26 as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of
27 the Court entered into in connection therewith.

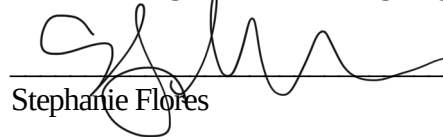
28 Confidentiality. Other than any disclosures or communications related to obtaining Court approval of this

Settlement Agreement, responding to inquiries by Representative Group Members, and/or Plaintiff's Counsel providing publicly available information about this Settlement as approved by a Court (i.e., names of Parties, the venue/case number, and public settlement details) for purposes of seeking to prove adequacy as class counsel in any other actions or for purposes of an unrelated settlement, Plaintiffs and Plaintiffs' Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as may be strictly required to effectuate the terms of the Settlement. For the avoidance of doubt, this section includes Plaintiffs and Plaintiffs' Counsel's agreement not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement.

READ CAREFULLY BEFORE SIGNING

Dated: 01/14/2021

PLAINTIFF STEPHANIE FLORES


Stephanie Flores

Dated: _____

DEFENDANT HERMES GLOBAL LOGISTICS, LLC

By: _____

Its: _____

Dated: _____

DEFENDANT BAMBOO COURIERS, LLC

By: _____

Its: _____

APPROVED AS TO FORM

Dated: _____

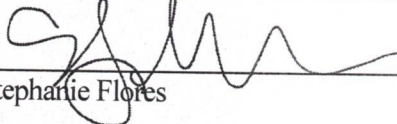
Hanna B. Raanan
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorneys for Defendants
HERMES GLOBAL LOGISTICS CORPORATION, INC.
and BAMBOO COURIERS, INC.

1 Settlement Agreement, responding to inquiries by Representative Group Members, and/or Plaintiff's Counsel
2 providing publicly available information about this Settlement as approved by a Court (i.e., names of Parties, the
3 venue/case number, and public settlement details) for purposes of seeking to prove adequacy as class counsel in
4 any other actions or for purposes of an unrelated settlement, Plaintiffs and Plaintiffs' Counsel agree not to disclose
5 or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
6 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as may be
7 strictly required to effectuate the terms of the Settlement. For the avoidance of doubt, this section includes
8 Plaintiffs and Plaintiffs' Counsel's agreement not to issue press releases, communicate with, or respond to any
9 media or publication entities, publish information in manner or form, whether printed or electronic, on any
10 medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or
11 entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations
12 underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement.

13 **READ CAREFULLY BEFORE SIGNING**

14 Dated: 01/14/2021

PLAINTIFF STEPHANIE FLORES

15 
Stephanie Flores

17 Dated: 01/15/2021

DEFENDANT HERMES GLOBAL LOGISTICS, LLC

18 By: Farhad Vojdani Heris
19 Its: J. J. J.

20 Dated: 01/15/2021

DEFENDANT BAMBOO COURIERS, LLC

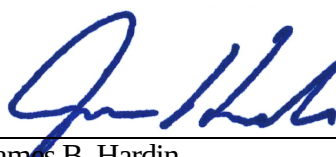
21 By: Ednis B. B.
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23
24 **APPROVED AS TO FORM**

25
26 Dated: January 15, 2021

27 
Hanna B. Raanan
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorneys for Defendants
HERMES GLOBAL LOGISTICS CORPORATION, INC.
and BAMBOO COURIERS, INC.

1
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3 Dated: 1/14/2021



James B. Hardin
Hardin Law Group, APC
Attorney for Plaintiff STEPHANIE FLORES

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