

Private Attorneys General Action
Settlement Agreement and Release

Tracee Bible v. Shekinah Logistics, LLC

Case No. STK-CV-UOR-2020-0004668

Superior Court of the State of California for the County of San Joaquin

Conditional Nature of Agreement

1. This Private Attorneys General Act (“PAGA”) Settlement Agreement and Release (“Agreement”) is made by and between Plaintiff Tracee Bible (“Plaintiff”), on behalf of herself and as the authorized proxy and agent for the State of California, and Defendant Shekinah Logistics, LLC (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties,” and each, individually, a “Party”).
2. This Agreement and associated exhibit is made for the purpose of settling the above-captioned PAGA representative Action. This Agreement and the settlement it evidences (“Settlement”) are made in compromise of disputed claims. Because this action is being settled on a PAGA representative basis, the Court is required to “review and approve” the Settlement. Cal. Lab. Code § 2699(l)(2). Accordingly, the Parties enter into this Agreement and Settlement on a conditional basis. If the Court does not enter the Approval Order and Judgment and/or the Effective Date does not occur, this Agreement shall be deemed null and void *ab initio*, it shall have no force or affect, shall not be referred to or used for any purpose, and the negotiation of the Agreement shall remain subject to the provisions of Section 1119 of the California Evidence Code and any other analogous rules of evidence that are applicable.
3. Defendant denies all the allegations asserted in the Complaint and also denies any claims for relief, including claims for civil penalties, attorneys’ fees, and costs of suit. Defendant has agreed to resolve the Action with this Agreement, but to the extent this Agreement is not approved or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, as well as asserting any and all other potential defenses or privileges.

Definitions

4. “Action” means the operative complaint in the above-captioned action entitled *Tracee Bible v. Shekinah Logistics, LLC*, Case No. STK-CV-UOR-2020-0004668, Superior Court of the State of California for the County of San Joaquin. Action also includes Plaintiff’s PAGA Notice Letter dated April 3, 2020.
5. “Approval Date” means the date that the Court enters the Approval Order.
6. “Approval Order” means the Court’s Order approving this Private Attorneys General Act Settlement Agreement and Release.
7. “Complaint” means the First Amended Complaint filed on December 7, 2020.
8. “Court” means the Superior Court of California, County of San Joaquin.
9. “Database” means information in electronic form provided by Defendant to the Settlement Administrator (as defined below) that for each PAGA Settlement Employee includes his or her name, last known address, social security number, and the total number of Pay Periods when the PAGA Settlement Employee for Defendant was paid a shift premium and/or shift differential hourly wages on a wage statement while based in California from April 3, 2019 until the date of Court approval.
10. “Defendant’s Counsel” means Ogletree Deakins.
11. “Effective Date” means the date that both Parties have signed this Agreement, and the latest of: (i) the Approval Date if no objection is made to the Settlement; (ii) if an objection is made and the Approval Date occurs, but no appeal is filed, the expiration of the deadline for any appeals; and (iii) if an objection is made and the Approval Date occurs, and an appeal is filed, the date that an appeal is resolved resulting in a final court order approving this Settlement.
12. “Funding Date” is the date that Defendant provides the Gross Settlement Amount to the Settlement Administrator no later than twenty-one (21) calendar days after the Effective Date.
13. “Gross Settlement Amount” is the sum of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), which represents the maximum amount payable pursuant to this Settlement by Defendant, and which includes the PAGA Payment (as defined below), Plaintiff’s individual Service Award, Plaintiff’s

Counsel's attorneys' fees and costs, and the costs of the settlement administration by a third-party Settlement Administrator.

14. "Judgment" means the judgment to be executed and entered by the Court pursuant to this Agreement.
15. "Net Settlement Amount" is the amount equal to the Gross Settlement Amount less Plaintiff's Counsel's attorneys' fee and costs, Plaintiff's Service Award, and the costs of settlement administration by a third-party Settlement Administrator. The Net Settlement Amount represents the amount payable for PAGA civil penalties, 75% of which will be paid to the LWDA and 25% of which will be paid to the PAGA Settlement Employees (the "PAGA Payments").
16. "PAGA" means the California Labor Code Private Attorneys General Act of 2004. Cal. Lab. Code §§ 2698 et seq.
17. "PAGA Notice Letter" is the letter that Plaintiff submitted to the California Labor and Workforce Development Agency, dated April 3, 2020.
18. "PAGA Payments" mean the payments made from the Net Settlement Amount to the LWDA and the PAGA Settlement Employees. All PAGA Settlement Employees will receive a monetary payment from the PAGA Payment.
19. "PAGA Release Period" means the period from April 3, 2019 to the date of Court approval.
20. "PAGA Released Claims" shall mean all claims for PAGA penalties based on the factual or legal theories that were alleged in the Complaint or in the PAGA Notice Letter, including all predicate claims that reasonably could have been alleged based on the facts and legal theories alleged in the Complaint and the PAGA Notice Letter, that accrued through and including the Effective Date. These claims are released by Plaintiff in her representative capacity as an authorized proxy for the LWDA and agent for the State of California, and as a private attorney general "aggrieved employee" acting on behalf of the State of California and the PAGA Settlement Employees, for civil penalties under the PAGA in connection with the following: Labor Code sections 226(a), 226.3, and 2699 et seq., as well as any and all claims for attorneys' fees, litigation costs, and interest allocated to those claims. The Released Claims include any and all claims for improper or inaccurate itemized wage statements when any

shift premium and/or shift differential hourly wages were paid by Defendant, including any alleged violations of Labor Code Sections 226(a)(9) based on the allegations in the Complaint and PAGA Notice Letter; and any other claims and penalties under the wage and hour laws alleged in the Complaint and PAGA Notice Letter.

21. "PAGA Representative" means Plaintiff Tracee Bible.
22. "PAGA Settlement Employees" shall mean: All current and former employees of Defendant who were paid any wages at any time from April 3, 2019 to the date of Court approval and who were paid shift premium and/or shift differential hourly wages on a wage statement.
23. "Plaintiff's Counsel" means Hyun Legal, APC and Polaris Law Group.
24. "Releasees" shall include the Defendant named by Plaintiff in her Complaint in this Action, as well as Defendant's past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, franchisees, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.
25. "Release Effective Date" is the same as the Funding Date.
26. "Relevant Pay Periods" means each pay period when a PAGA Settlement Employee for Defendant was paid shift premium and/or shift differential hourly wages on a wage statement while based in California from April 3, 2019 until the date of Court approval.
27. "Settlement Administration Costs" shall mean the amount to be paid to the Settlement Administrator for the cost of administering this Settlement, which are currently estimated to be approximately \$2,500.00.
28. "Settlement Administrator" shall be Phoenix Settlement Administrators.

Recitals

29. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff's representative PAGA claims, and that the Parties intend to effect a final and complete resolution of the representative PAGA claims (on behalf of the State of California) against Defendant. The Parties further acknowledge that this Agreement is a compromise of disputed

claims and that nothing in this Agreement shall be construed as an admission by Defendant of liability.

30. The Parties agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA representative claims, given the strengths and weaknesses of Plaintiff's claims, Defendant's defenses to any liability at all, and the risk that the Court would significantly reduce any penalties that could be awarded under Labor Code § 2699(e)(2). The Parties have arrived at this Settlement after extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

Operative Terms of the PAGA Settlement

The Parties to the Action agree as follows:

31. Gross Settlement Amount. Defendant shall pay a Gross Settlement Amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to resolve the representative PAGA claims in this action.
32. Escalator Clause: Defendant represents that the number of pay periods with relevant wage statements during the PAGA Release Period is 698. If the actual pay periods with relevant wage statements are accurately calculated to be more than 768, then the parties agree that the Gross Settlement Amount shall increase by \$50.14 for every wage statement is more than 768. For example, if the actual pay periods with relevant wage statements is 778, then the Gross Settlement Amount will increase by \$501.40.
33. The Settlement Administration Costs will not exceed \$2,500.00.
34. The Settlement Administration Costs shall include: calculating all payments in this Settlement, including the 75% payment to the LWDA and the Individual PAGA Payments, calculating all costs of administering the Settlement, including all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing all communications to PAGA Settlement Employees; all costs and fees associated with issuing the individual PAGA Payments and the payments to the State of California LWDA; all costs and fees associated with issuing IRS Form 1099s for payments made under the Settlement; 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 the Settlement, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

35. The actions of the Settlement Administrator shall be governed by the terms of this Agreement, any Orders from the Court, and any agreement by counsel of record regarding communications with the Settlement Administrator.
36. In the event that either Defendant's Counsel or Plaintiff's Counsel takes the position that the Settlement Administrator is not acting in accordance with the terms of the Agreement, such party shall meet and confer first with opposing counsel and/or, if necessary with the Settlement Administrator or the Court to attempt to resolve the issue.
37. Calculation of Individual PAGA Payments: Each PAGA Settlement Employee, including Plaintiff, will be entitled to receive an individual PAGA Payment (the "Individual PAGA Payments") which shall be calculated as follows:
 - a. Based on Defendant's business records, Defendant will calculate, and provide to the Settlement Administrator, the number of Relevant Pay Periods worked while based in California by each PAGA Settlement Employee during the PAGA Release Period ("Pay Periods Worked").
 - b. The total, aggregate number of Relevant Pay Periods Worked by all PAGA Settlement Employees combined will be defined as the "Total Relevant Pay Periods."
 - c. The Settlement Administrator shall calculate the respective share of the PAGA payment for each PAGA Settlement Employee by dividing their Relevant Pay Periods Worked by the Total Relevant Pay Periods. These calculations will result in each PAGA Settlement Employee's "Pay Period Percentage."
 - d. The Settlement Administrator shall calculate the Individual PAGA Payment that each PAGA Settlement Employee will be paid from the PAGA Payment based on each individual's own Pay Period Percentage according to the following formula: the PAGA Payment (multiplied by) the individual employee's Pay Period Percentage = Individual PAGA Payment.

- e. Because the Individual PAGA Payment is a payment in compromise and settlement of a claim for alleged civil penalties, the Individual PAGA Payment will be treated as non-wage income with no tax withholdings to be made, and will be reported by the Settlement Administrator on IRS Form 1099s to the respective PAGA Settlement Employee and applicable governmental authorities. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel and applicable governmental authorities for the payment of attorneys' fees and costs in the amount approved by the Court. Plaintiff and Plaintiff's Counsel each agree to hold Defendant harmless from and against any damage or penalty incurred by Defendant as a result of any taxing authority assessing any tax or penalty upon Defendant as a consequence of any tax being due and unpaid on each of their portions of the Gross Settlement Amount.
- f. Releases. Subject to any appeal, upon the Effective Date, each PAGA Settlement Employee, including Plaintiff, shall be deemed to have fully, finally, and forever released the Releasees from the PAGA Released Claims during the PAGA Release Period.

Settlement Payment Procedures

- 38. Not more than fourteen (14) calendar days after the Effective Date, Defendant will send to the Settlement Administrator the Database. The Database shall be based on Defendant's personnel, and/or other business records, and will be presumed accurate absent manifest error. This information shall always remain confidential, and shall be used solely to manage the notice and payment process described herein, and shall not be disclosed to anyone (including Plaintiff's Counsel) other than the Settlement Administrator, except to applicable taxing authorities if required, or pursuant to express written authorization of Defendant or by order of the Court.
- 39. Not more than fourteen (14) calendar days after the Effective Date, the Settlement Administrator shall send counsel for Defendant electronic wiring instructions to fund the Gross Settlement Amount.
- 40. Not more than fourteen (14) calendar days after Defendant's receipt of the electronic wiring instructions from the Settlement Administrator, Defendant will wire to the Settlement Administrator Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to fund the Gross Settlement Amount.
- 41. Because this is a PAGA settlement and not a class action settlement, and because there is no claims procedure and no ability to opt out, there will be no

prior notice to the PAGA Settlement Employees advising them of the Settlement or any procedure by which the PAGA Settlement Employees must submit claims in order to receive an Individual PAGA Payment. Not more than fourteen (14) calendar days following the Settlement Administrator's receipt of wired settlement funds from Defendant, the Settlement Administrator shall mail a Notice (substantially in the form attached hereto as **Exhibit A**) and a settlement check to each PAGA Settlement Employee in the amount of their respective Individual PAGA Payment

42. Prior to mailing the Notice and settlement check, the Settlement Administrator shall check the addresses provided in the Database using the National Change of Address database and shall update any addresses accordingly. Should any of the Notices be returned as undeliverable, the Settlement Administrator will conduct a search for a more current address (with a skip trace or other reasonable method) and re-mail the Notice and settlement check to the more current address, if any.
43. Expiration of Settlement Checks. Individual PAGA Payment checks issued to PAGA Settlement Employees pursuant to this Agreement will expire 180 calendar days from the date they are issued by the Settlement Administrator. After the 180-day period, the Settlement Administrator shall remit any unclaimed funds to the State of California Unclaimed Property Fund pursuant to the then-applicable instructions of the California State Controller, and to be held by the Controller in the name of the PAGA Settlement Employee.
44. Attorneys' Fees and Costs. The Settlement Administrator shall pay to Plaintiff's Counsel from the Gross Settlement Amount the amount of attorney's fees and costs awarded by the Court. Defendant's Counsel will not oppose Plaintiff's Counsel's request for attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, or \$11,666.67, and for actual costs up to \$5,000.00. An award by the Court of less than the amount of requested attorneys' fees and/or costs shall not be a basis upon which Plaintiff's Counsel may void this Agreement, and any amount of requested fees or costs not awarded shall remain included in the amount available for distribution to the PAGA Settlement Employees. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel for the amount. The Settlement Administrator shall pay the amount awarded by the Court to Plaintiff's Counsel no later than fourteen (14) calendar days following the Funding Date. This payment shall include and satisfy all past and future fees and costs incurred to prosecute, settle, and administer this Action, including obtaining approval of the Settlement and securing dismissals required by the Settlement.

Plaintiff and Plaintiff's Counsel represent that they have no knowledge of any liens filed or placed on this Action by any person.

45. Defendant will not oppose a request by the Plaintiff to receive an individual Service Award of up to twenty-five hundred (\$2,500.00) (the "Service Award") to be deducted from the Gross Settlement Amount in exchange for Plaintiff's service as a PAGA representative and in exchange for her General Release of all claims against the Defendant. The Service Award is in addition to the individual payment to which she is entitled as a PAGA Settlement Employee. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Agreement, and it will remain binding, and the balance of the unapproved Service Award shall revert to the Net Settlement for distribution.

- a. Release by the Named Plaintiff. Plaintiff releases any and all claims and causes of action, whether in law or equity, known or unknown, against Defendant and any and all Releasees relating to her employment or termination of employment, including, but not limited to, claims arising under the Americans With Disabilities Act, the National Labor Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, as amended, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act (to the extent permitted by law), the California Family Rights Act ("CFRA"), California's PAGA, Cal. Bus. and Prof. Code § 17200 et seq. ("UCL"), the California Labor Code, and/or any other federal, state or local human rights, civil rights, wage-hour, or other statute, rule, regulation, constitution, ordinance, or public policy, contract or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful or constructive discharge, defamation, tort, fraud, negligence, breach of duty of care, breach of fiduciary duty or any action similar thereto against the Defendant or the Releasees, including any claim for attorneys' fees, expenses or costs.

- b. Plaintiff expressly agrees to waive any right to recover any statutory damages or civil penalties alleged in any other litigation against Defendant. For example, Plaintiff releases any right to recover any amounts for any other PAGA actions against Defendant.
- c. Plaintiff does not waive any right to file an administrative charge with the Equal Employment Opportunity Commission (“EEOC”) or the National Labor Relations Board (“NLRB”), subject to the condition that Plaintiff agrees not to seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom.
- d. Plaintiff does not waive any rights with respect to, or release Defendant from any claims for, California Workers’ Compensation benefits, or unemployment compensation benefits, or any claims for breach of the terms of this Agreement.
- e. For the purpose of implementing a full and complete release and discharge of the Settling Defendants, Plaintiff expressly acknowledges that this General Release is intended to include all claims that Plaintiff does not know or suspect to exist in her favor at the time she signs this Agreement, and that this General Release contemplates the extinguishment of any such claims. Plaintiff expressly waives and relinquishes any and all claims, rights or benefits that she may have under California Civil Code Section 1542, which provides as follows: **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**
- f. Plaintiff acknowledges that she or her attorneys may later discover claims or facts in addition to, or different from, those which they now know or believe to exist, but that Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her behalf against Defendant and the Releasees at the time of signing this Agreement. Plaintiff and Defendant agree that this representation is essential to Defendant

and that this Settlement Agreement would not have been entered into were it not for this representation.

46. Non-Reversionary. This Settlement is non-reversionary. Any portion of the requested attorneys' fees or costs not awarded by the Court shall become part of the PAGA Payment.
47. Impact of Non-Approval by Court. Should the Court not approve the Settlement, the Parties shall make reasonable efforts to address and resolve the issues raised by the Court and obtain the Court's approval, except that Defendant will not be required to increase the Gross Settlement Amount. If the Parties cannot obtain approval from the Court, or if the Effective Date does not occur, the Parties shall be restored to their litigation positions as of July 13, 2021, and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in this or any other action.

Dismissal and Judgment in this Action

48. Along with Plaintiff's Motion to Approve the PAGA Settlement ("Motion"), the Parties will submit a proposed Approval Order granting the Motion, which will include a Judgment consistent with the terms of this Settlement. The proposed Approval Order and Judgment will include a dismissal of Plaintiff's representative PAGA claims and Plaintiff's individual California Labor Code claims with prejudice. This Settlement is expressly conditioned upon the Court granting the Motion and entering the Approval Order and Judgment, including the dismissal of Plaintiff's representative PAGA claims with prejudice.
49. If the Court does not dismiss the Action, then, within 30 calendar days after the Court's refusal, Defendant shall have the right to notify Plaintiff's Counsel in writing of Defendant's election to terminate the Settlement, and the Parties will be restored to their litigation positions prior to the date this Agreement was signed, and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in this or any other action.
50. No right to object or opt out. Since this is a PAGA settlement on behalf of the State of California, no person can (a) object to the Settlement after the Court's Approval Order is made, or (b) opt out from being covered by release of claims at any time before or after the Approval Order is made.

51. Plaintiff's Counsel shall be responsible for preparing and filing the Motion. Prior to filing the Motion, Plaintiff's Counsel shall send the Motion to Defendant's Counsel for their review and comment and the Parties shall work cooperatively to finalize the Motion.
52. The Parties agree to work cooperatively to comply with the notice requirements to the LWDA pursuant to Labor Code sections 2699(l)(2) and 2699(l)(3).

Miscellaneous Provisions.

53. This Agreement is not an admission by Defendant of the truth of any of the allegations in the Complaint, the appropriateness of the PAGA representative claim or action, the validity of any of the claims that were or could have been asserted by Plaintiff and/or any PAGA Settlement Employee in the Action, or of any liability or wrongdoing of Defendant. Defendant specifically disclaims any liability, culpability, negligence, or wrongdoing toward each and all of them. Each of the Parties has entered into this Agreement with the intention to avoid the risks, expenses, and contingencies involved with further litigation.
54. The Parties agree to cooperate fully to accomplish and implement the terms of this Settlement. Such cooperation shall include signing other documents and taking other actions that are reasonable and necessary to fulfill the terms of this Settlement. The Parties shall make reasonable efforts to complete this Settlement.
55. The Court shall retain continuing jurisdiction over this Action and over the Parties to enforce and effectuate the terms and intent of the Settlement and this Agreement.
56. The Parties and their Counsel agree not to provide, publish, or disseminate any information about this Action or the Settlement, except as otherwise required by law, including, but not limited to (a) plaintiffs' attorneys' message boards, defense attorney message boards, the California Employment Lawyers Association, the National Employment Lawyers Association, the Consumer Attorneys of California, the California Employment Law Counsel, the Employers Group, and the California Chamber of Commerce; (b) the press, including but not limited to Employment Law 360 (and including in response to any inquiries or requests for comment from the press); or (c) press releases, website postings, and/or social media comments or postings. Nothing in this Agreement shall prevent Plaintiff's Counsel or Defendant's Counsel from communicating with the PAGA Settlement Employees, the LWDA, the DLSE,

the Court, and any other person or organization, but only as required to carry out the specific requirements of this Settlement.

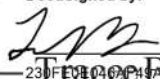
57. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. This Agreement may not be changed, altered, or modified, except in writing signed by both Parties and approved by the Court.
58. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns. If an action is brought to enforce this Agreement, the prevailing party shall be entitled to its/her reasonable attorneys' fees and costs.
59. This Agreement may be executed in counterparts and by DocuSign, which shall have the same force and effect as if all signatories had signed the same instrument.
60. Both Parties participated in the drafting of this Agreement, have had an adequate opportunity to read, review, and consider the language of this Agreement, and have agreed to its terms. Accordingly, no language in this Agreement shall be construed against a Party on the basis that such Party drafted or proposed that language.
61. Except for the purposes of effectuating and enforcing the terms of this Agreement, including the barring of claims released herein, neither this Agreement nor any of its terms (a) shall be admitted in evidence for any purpose adverse to Defendant and/or any of the Releasees, including evidence of any sort of concession or admission by any of the Releasees of any liability, or (b) disclosed, referred to, or offered in evidence against Defendant and/or any of the Releasees in any other civil, criminal, or administrative action or proceeding.
62. The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.
63. Except as provided below, if any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. If the Court invalidates or amends a provision that either of the Parties in good

faith considers to be a material term of this Agreement, then that Party shall have the option to send a written notice to the other Party no later than fourteen (14) calendar days after the applicable Court order that it wishes to void the entire Agreement and to restore the Parties to their litigation positions prior to the execution of this Agreement. If the Parties are thereafter unable to resolve the issue by reasonable efforts, this Agreement in its entirety shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement except upon express agreement in writing by the applicable Released Party(ies).

This PAGA Settlement Agreement is signed by the Parties and their authorized attorneys on the dates set forth as follows:

APPROVED:

Dated: 8/10/2021

DocuSigned by:

 Tracee Bible
 Plaintiff

Dated: 8/10/2021

DocuSigned by:

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Earl Smith
 As authorized agent for Defendant

APPROVED AS TO FORM ONLY:

Dated: August 10, 2021


 Dennis S. Hyun
 Hyun Legal, APC
 Attorneys for Plaintiff
 Approved as to form

Dated: 8/10/2021

DocuSigned by:

 876596CB153447D...
 Michael J. Nader
 OGLETREE, DEAKINS, NASH,
 SMOAK & STEWART, P.C.
 Attorneys for Defendant
 Approved as to form

EXHIBIT “A”

PAGA Settlement Agreement and Release

[Address]

RE: Settlement Payment Form

Enclosed is your settlement payment from the settlement of the lawsuit entitled *Tracee Bible v. Shekinah Logistics, LLC*, Case No. STK-CV-UOR-2020-0004668, Superior Court of the State of California for the County of San Joaquin. This lawsuit was filed against Defendant Shekinah Logistics, LLC (“the Defendant”) pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq. (the “PAGA”).

The lawsuit was brought on behalf of the State of California and all similarly situated “aggrieved employees” of the Defendant for civil penalties for the Company’s alleged failure to provide accurate itemized wage statements.

Defendant Shekinah denies that it has done anything wrong or that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, certain penalties get divided between the State and the employees. As a result of this settlement, the State’s and your ability to seek penalties recoverable under the PAGA for the claims described above have been settled.

The settlement group includes all employees of Defendant who were paid a shift premium and/or shift differential hourly wages on a wage statement while based in California from April 3, 2019 until [Approval Date]. The period of time covered by the settlement and release of claims is from April 3, 2019 to [Approval Date].

You have been identified as having worked in California as an employee of Defendant who was paid a shift premium and/or shift differential hourly wages on a wage statement at any time between April 3, 2019 to [Approval Date]. Enclosed is a check made out to you in the amount of \$(amount). The check represents your share of the settlement for PAGA civil penalties. The check will expire 180 calendar days from the date it was issued. After the 180 day period, the administrator will send any unclaimed funds to the State of California Unclaimed Property Fund. If you were unable to cash your check for any reason during the

180-day check cashing period, you can contact the State of California Controller's Office to see if you can obtain your funds.

If you have any questions, you can contact the settlement administrator at [add contact information].

Sincerely,

[Administrator]

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