

ADDENDUM TO SETTLEMENT AGREEMENT

This Addendum to Settlement Agreement (“Addendum”) of claims brought under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”), is made and entered into between Plaintiffs Diana Foy, Raymond Ybarra and Raymond Harris, acting in their capacity as private attorney generals, and Defendant Exel Inc. dba DHL Supply Chain.

This Addendum is being made in accordance with Section VI.6 of the Settlement Agreement.

The following terms, as defined in this Addendum, will replace and supersede Section I of the Settlement Agreement:

2. “Aggrieved Employees” consist of all current and former non-exempt employees of Defendant Exel Inc. dba DHL Supply Chain who worked in the State of California at any time between October 21, 2019 to March 31, 2022. Based on the information provided by Defendant, Plaintiffs estimate that the Aggrieved Employees worked an aggregate total of 364,398.7 PAGA pay periods during the PAGA Period.

11. “PAGA Period” means the time period between October 21, 2019 to March 31, 2022.

12. “PAGA Released Claims” means any and all claims asserted in the Actions under PAGA, or that could have been asserted in the Actions under PAGA based on the facts alleged in any of the complaints filed in the Actions and Plaintiffs’ letters to the LWDA dated October 20, 2020, November 6, 2020, and March 23, 2022, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods or compensate an additional hour of pay at the regular rate for missed or improper meal periods, failure to permit rest breaks or compensate an additional hour of pay at the regular rate for missed or improper rest periods, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, failure to keep accurate and complete time and payroll records for employees, failure to timely pay wages during employment, failure to pay rest periods at the proper rate and failure to comply with Labor Code Section 226.2.

Pursuant to the redefined terms above, the Escalator Clause in Section III.3 is triggered and, therefore, the Gross Settlement Amount in Sections I.8 and III.2, the Net Settlement Amount in Section I.9, Plaintiffs’ Attorneys’ Fees in Section III.4.a and Administration costs in Section III.4.c are subject to a pro-rata increase upwards based on the Total Settlement Amount. Section I is also amended to add a section 17 with the defined term “Total Settlement Amount,” which is defined as follows:

I.17. "Total Settlement Amount" is the non-reversionary sum of \$2,738,488.59, which represents the total amount payable under this Settlement by Defendant as a result of the trigger of the escalator clause and the resulting increase in the Gross Settlement Amount, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs' attorneys' fees and costs, payment of Plaintiffs' enhancement awards, and payment to the Settlement Administrator for administration costs.

I.9. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (subject to Court approval) are subtracted from the Total Settlement Amount: (a) Plaintiffs' attorneys' fees up to one-third of the Total Settlement Amount, currently estimated at \$912,829.53; (b) Plaintiffs' reasonable verified litigation costs up to \$22,500.00; (c) Plaintiffs' representative enhancement awards of \$15,000.00 (\$5,000.00 to each named Plaintiff); and (d) reasonable third-party administration costs up to \$19,950.00.

III.2 **Total Settlement Amount.** Defendant will pay \$2,738,488.59 as the non-reversionary Total Settlement Amount. The Total Settlement Amount will be deposited with the Settlement Administrator no later than 60 days after the Effective Date.

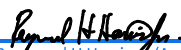
III.4.a **Plaintiffs' Attorneys' Fees and Costs.** Defendant will not oppose Plaintiffs' request for attorneys' fees in the amount of up to one-third of the Total Settlement Amount (\$912,829.53) and actual costs incurred in prosecuting this Action, up to \$22,500.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiffs' Counsel.

III.4.c **Administration Costs.** Defendant will not oppose the Settlement Administrator's costs in the amount up to \$19,950.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

IN WITNESS THEREOF, the Parties to this Addendum each acknowledge that they have read the foregoing Addendum, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

RAYMOND HARRIS

Dated: Apr 24, 2022


Raymond H Harris (Apr 24, 2022 17:45 PDT)

Raymond Harris, Plaintiff

DIANA FOY

Dated: 4/20/2022

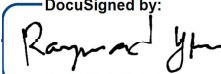
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Diana Foy, Plaintiff

RAYMOND YBARRA

Dated: 4/20/2022

DocuSigned by:

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Raymond Ybarra, Plaintiff

EXEL INC., DBA DHL SUPPLY CHAIN

Dated:

By:

Title:

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RAYMOND HARRIS

Dated: _____

Raymond Harris, Plaintiff

DIANA FOY

Dated: _____

Diana Foy, Plaintiff

RAYMOND YBARRA

Dated: _____

Raymond Ybarra, Plaintiff

EXEL INC., DBA DHL SUPPLY CHAIN

Dated: April 20, 2022


By: Robert C. Whipple
Title: Associate General Counsel

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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

APPROVED AS TO FORM AND CONTENT:

Dated: April 25, 2022

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Dated: April 20, 2022

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Raymond Ybarra

Dated: April 26, 2022

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