

JOINT STIPULATION OF PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of PAGA Representative Action Settlement and Release (hereinafter “Settlement Agreement”) is made and entered into by and between the following parties: Plaintiff Kaelyn Fleissner (“Plaintiff”), both individually and as the authorized proxy and agent for the State of California and the California Labor and Workforce Development Agency (“LWDA”) on behalf of all other allegedly aggrieved employees, and Defendant FedEx Office & Print Services, Inc. (“Defendant” or “FedEx Office”) (Plaintiff and FedEx Office are hereinafter referred to as the “Parties” collectively or a “Party” individually), and the Parties’ respective counsel of record. This Settlement Agreement is subject to the terms and conditions set forth below and to the approval of the Court. This Settlement Agreement supersedes any and all prior memoranda of understanding and accurately sets forth the Parties’ PAGA representative action settlement in the total amount of Five Hundred Fifty-Two Thousand Dollars and Zero Cents (\$552,000.00) to resolve all claims, as detailed below.

I. DEFINITIONS

1. “Action” means the action entitled “*Kaelyn Fleissner v. FedEx Office & Print Services, Inc.*,” to be filed in the Superior Court of California in and for the County of Sacramento.
2. “Approval Order and Judgment” means the Order entered by the Court in the Action following the filing of the Motion for Settlement Approval and Judgment and any hearing on the motion, *inter alia*: (1) approving the terms and conditions of this Settlement Agreement, including the payments and the release of claims as set forth herein; (2) approving the amount of attorneys’ fees and litigation costs to be awarded to Plaintiff’s Counsel and the Service Enhancement to be awarded from the Maximum Settlement Amount; and (3) dismissing the Action with prejudice and entering judgment in the Action pursuant to and consistent with the terms and conditions of this Settlement Agreement.
3. “Complaint” means Plaintiff’s Complaint filed in this Action on or before November 25, 2021.
4. “Covered PAGA Pay Periods” will mean, as reflected on FedEx Office’s internal records, all pay periods worked for FedEx Office by a PAGA Member while employed as a non-exempt Store Assistant Manager or Center Assistant Manager in a FedEx Office retail store location in California

between January 26, 2020 and December 1, 2021.

5. “Court” means the Superior Court of California in and for the County of Sacramento, which presides over the Action.

6. “Date of Court Approval” means the date the Court approves this Settlement Agreement, and enters the Approval Order and Judgment to that effect.

7. “Effective Date” means the latest of: (a) the date of final affirmance on an appeal of the Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Approval Order and Judgment.

8. “FedEx Office” means Defendant FedEx Office & Print Services, Inc.

9. “FedEx Office’s Counsel” means Morgan, Lewis & Bockius LLP.

10. “FedEx Office Releasees” means, individually and collectively, FedEx Office & Print Services, Inc., and its past, present, and future parent, partners, subsidiaries, and affiliates, and their respective directors, officers, employees, agents, insurers and reinsurers, heirs, executors, administrators, representatives, successors and assigns.

11. “Individual Settlement Fund” means the twenty-five percent (25%) of the PAGA Settlement Fund allocated for the Individual Settlement Payments to the PAGA Members.

12. “Individual Settlement Payment” means the final gross amount to be paid to any PAGA Member under this Settlement Agreement.

13. “LWDA” means the California Labor and Workforce Development Agency.

14. “Maximum Settlement Amount” is the sum of Five Hundred Fifty-Two Thousand Dollars and Zero Cents (\$552,000.00), which represents the maximum amount payable in this Settlement by FedEx Office, and includes all attorneys’ fees, litigation costs and expenses, Settlement Administration Expenses, the Service Enhancement to the Plaintiff, and all settlement payments to the LWDA and the PAGA Members.

15. “Motion for Settlement Approval and Judgment” means the motion and supporting papers, including this Settlement Agreement and a proposed Order Granting Settlement Approval and

Judgment consistent with the terms of this Settlement, prepared by Plaintiff's Counsel and reviewed by FedEx Office. Concurrently with this motion, Plaintiff's Counsel may also seek court approval for payment of a Service Enhancement to the Plaintiff and apply for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses, and FedEx Office will not oppose Plaintiff's application up to the amounts specified in Paragraph 40, so long as Plaintiff and Plaintiff's counsel are not in material breach of the Settlement Agreement.

16. "PAGA Settlement Fund" equals the Maximum Settlement Amount less Court-approved Plaintiff's Counsel's attorneys' fees, Court-approved litigation costs and expenses, Settlement Administration Expenses, and the Court-approved Service Enhancement to the Plaintiff. The PAGA Settlement Fund will be allocated 75% to the LWDA and 25% to the PAGA Members.

17. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq.

18. "PAGA Member(s)" means all individuals employed by FedEx Office as a non-exempt Store Assistant Manager or Center Assistant Manager in a FedEx Office retail store location in California between January 26, 2020 and December 1, 2021.

19. "Parties" means collectively Plaintiff and FedEx Office, as defined herein.

20. "Plaintiff" means Kaelyn Fleissner.

21. "Plaintiff's Counsel" means the Shavitz Law Group, P.A. and The Liu Law Firm, P.C.

22. "Released Claims" means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the FedEx Office Releasees under PAGA relating to the PAGA Members' employment as a non-exempt Store Assistant Manager or Center Assistant Manager for failure to pay minimum wage, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay for all hours worked (off-the-clock work), failure to provide meal and rest periods, failure to timely pay wages and final wages, failure to provide reimbursement for necessary business-related expenditures, and failure to maintain wage-related records and/or furnish accurate wage statements, and includes all PAGA claims for recovery of compensation, overtime pay, minimum wage, premium pay, and/or all penalties under the California Labor Code and California's Wage Orders, that arise out of or relate to the

allegations in the Complaint and were or could have been asserted through December 1, 2021.

23. “Service Enhancement” means the Court-approved incentive payment paid to Plaintiff in an amount not to exceed \$4,000 for her effort and work in prosecuting the Action and for a general release of all claims against FedEx Office.

24. “Settlement Administration Expenses” are those expenses and costs incurred by the Settlement Administrator in effectuating the Settlement in an amount estimated to be \$5,000.00.

25. “Settlement Administrator” means A.B. Data, Ltd.

26. “Settlement Agreement” or “Settlement” will mean this Joint Stipulation of PAGA Representative Action Settlement and Release.

27. “Settlement Period” means the period between January 26, 2020 and December 1, 2021.

II. LITIGATION BACKGROUND

28. On or about February 10, 2021, Plaintiff served the LWDA by mail with a PAGA notice letter which stated that Plaintiff intended to seek civil penalties against FedEx Office (erroneously named as Fedex Corp.) for violations of the Labor Code.

29. Plaintiff intends to file a PAGA representative action against FedEx Office in the Superior Court of California for the County of Sacramento. The Complaint shall seek PAGA civil penalties on behalf of Plaintiff and all allegedly aggrieved employees for the following alleged Labor Code violations: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal and rest breaks; (4) failure to provide accurate and itemized wage statements; (5) failure to reimburse for all reasonably necessary business expenses; (6) failure to timely pay wages; and (7) failure to provide prompt payment of wages upon termination.

30. FedEx Office denies Plaintiff’s claims, and asserts that FedEx Office has complied with California’s labor laws. Consequently, FedEx Office does not believe that any liability to Plaintiff, the State of California or the LWDA, or to any other PAGA Member exists, or that Plaintiff, the State of California or the LWDA, or any other PAGA Member are entitled to any recovery in the Action.

31. On April 27, 2021, counsel for the Parties participated in a mediation with experienced mediator Dina R. Jansenson, Esq. With Ms. Jansenson’s assistance, the Parties negotiated a complete

settlement of Plaintiff's claims. The terms of the settlement are now set forth in complete and final form in this Settlement.

32. Neither this Settlement, nor any final judgment pursuant to this Settlement, will constitute an admission of any form of wrongdoing or liability on the part of FedEx Office or the accuracy of any allegation raised in the Action. This Settlement is entered into in compromise of disputed claims. Plaintiff and FedEx Office intend, by their actions pursuant to this Settlement, merely to avoid the expense, delay, uncertainty, and burden of litigation. This Settlement and any related court documents or orders may not be cited or otherwise admitted as evidence of liability. There has been no final determination by any Court as to the merits of the Action.

33. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge the Released Claims against the FedEx Office Releasees arising from or related to the Action.

34. It is the intention of the Parties that this Settlement Agreement will constitute a full and complete settlement and release of the Released Claims averred in the Action by the Plaintiff, both individually and as the authorized proxy and agent of the State of California and the LWDA on behalf of all PAGA Members pursuant to PAGA. This release includes in its effect a release of all the FedEx Office Releasees of the Released Claims.

III. JURISDICTION AND VENUE

35. The Court has jurisdiction over the Parties and the subject matter of this Settlement. The Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations provided for herein have been fully executed.

IV. TERMS OF SETTLEMENT

36. NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings set forth herein, the Parties agree, subject to the Court's approval, as follows:

A. Non-Admission of Liability

37. Nothing in this Settlement Agreement, or any communications, papers, or orders related to this Settlement Agreement, will be construed to be or deemed an admission by the FedEx Office Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the PAGA

Members, or any other person, and the FedEx Office Releasees specifically disclaim any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the PAGA Members, or any other person. FedEx Office also maintains that, for any purpose other than settlement, the claims alleged in the Action are not suitable or appropriate for representative action treatment pursuant to California Labor Code § 2698 *et seq.*, nor are the claims alleged in the Action suitable or appropriate for class and/or collective action treatment under California Code of Civil Procedure Section 382, the Fair Labor Standards Act, or any other applicable laws or rule(s). Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies, including in the Action. This Settlement Agreement and any communications, papers, or orders related to the Settlement Agreement may not be cited or otherwise admitted as evidence of liability, whether in the Action or elsewhere. There has been no final determination by any Court as to the merits of the claims asserted by Plaintiff against FedEx Office.

38. Furthermore, nothing in this Settlement Agreement will be considered any form of waiver of any of the alternative dispute resolution provisions contained in FedEx Office's Mutual Arbitration Agreement or any other applicable alternative dispute resolution agreement, and FedEx Office expressly does not waive any right to enforce arbitration agreements and class, collective, and representative action waivers in any other circumstance.

B. Non-Approval By The Court

39. In the event that this Settlement Agreement is not approved by the Court, fails to become effective, is reversed, withdrawn or modified by the Court:

- (a) The Settlement Agreement will have no force or effect, other than the confidentiality provisions in Section XI and the non-admission provisions in Section IV.A;
- (b) The Settlement Agreement will not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- (c) None of the parties to this Settlement Agreement will be deemed to have waived

any claims, objections, defenses or arguments with respect to the merits of Plaintiff's claims; and

- (d) FedEx Office does not waive, and instead expressly reserves its rights to challenge the propriety of the Action proceeding as a representative action.

C. Settlement Payments

40. FedEx Office agrees to pay a Maximum Settlement Amount of Five Hundred Fifty-Two Thousand Dollars and Zero Cents (\$552,000.00), inclusive of (a) all PAGA penalty settlement payments to the LWDA and PAGA Members; (b) any Court-approved award of attorneys' fees and out-of-pocket litigation costs and expenses to Plaintiff's Counsel; (c) any Court-approved award of a Service Enhancement; and (d) Settlement Administration Expenses. The parties specifically agree, subject to Court approval, to the following allocations to be paid from the Maximum Settlement Amount:

- (a) From the Maximum Settlement Amount, Plaintiff's Counsel may seek from the Court attorneys' fees up to 33 1/3% of the Maximum Settlement Amount (e.g., \$184,000.00), and actual litigation costs and expenses up to \$8,000.00. FedEx Office will not oppose Plaintiff's application for fees and costs up to these amounts so long as Plaintiff and Plaintiff's counsel are not in breach of the Settlement Agreement.
- (b) From the Maximum Settlement Amount, Plaintiff's Counsel may seek from the Court a Service Enhancement award to Plaintiff not to exceed \$4,000, and FedEx Office will not oppose Plaintiff's application so long as Plaintiff and Plaintiff's counsel are not in breach of the Settlement Agreement.
- (c) From the Maximum Settlement Amount, Settlement Administration Expenses in a reasonable amount currently estimated at \$5,000.00.
- (d) From the PAGA Settlement Fund (*i.e.*, the remainder of the Maximum Settlement Amount, including interest accruing to it, after payments have been made for Court-approved attorneys' fees and litigation expenses, the Court-approved Service Enhancement, and the Settlement Administration Expenses,

settlement payments attributable to PAGA penalties will be allocated and paid to the LWDA and the PAGA Members.

- (i) Seventy-five percent (75%) of the PAGA Settlement Fund will be paid to the LWDA as its share of the Settlement attributable to PAGA penalties.
 - (ii) The remaining twenty-five percent (25%) of the PAGA Settlement Fund will be the Individual Settlement Fund and will be distributed as Individual Settlement Payments to the PAGA Members.
- (e) If the Court approves a lesser amount of attorneys' fees and litigation costs or the Service Enhancement than the amount sought by Plaintiff and Plaintiff's Counsel, any amount disallowed by the Court will be added to the Individual Settlement Fund to be distributed in pro rata shares to the PAGA Members or, if it is not feasible to do so, paid to Legal Aid at Work. The Parties agree that the Settlement Agreement will remain binding with such modification(s) as ordered by the Court, and its terms will be otherwise unchanged. This Settlement is not conditioned upon the Court's approval of Plaintiff's counsel's petition for fees and costs or the amount of any Service Enhancement award.
- (f) The Settlement Administrator will disburse monies from the PAGA Settlement Fund as and when authorized in this Settlement Agreement and by order of the Court, will file and issue any necessary tax reporting documents, and will inform the Parties and (as required) the Court of its fulfillment of the duties imposed by this Settlement Agreement.
- (g) The Settlement Administrator will issue settlement checks to the LWDA and PAGA Members under this Settlement Agreement, as well as the Service Enhancement to the Plaintiff and attorneys' fees and expenses awarded to Plaintiff's Counsel, by sending such payments by mail or other reliable means to the respective recipients as specified below.

D. Released Claims

41. Upon the Effective Date, Plaintiff individually, and the State of California, the LWDA, and all PAGA Members, through Plaintiff acting as the proxy and agent for the State of California and the LWDA and as a Private Attorney General acting on behalf of all allegedly aggrieved current and former employees of FedEx Office, will be deemed to have fully, finally, and forever released the FedEx Office Releasees from all Released Claims as set forth in Section VII. Plaintiff, in conjunction with her receiving her Service Enhancement, also will enter into the General Release as set forth in Section VII.B.

E. Motion for Settlement Approval and Entry of Judgment

42. Plaintiff will file a Motion for Settlement Approval and Judgment with the Court, in which Plaintiff will request that the Court, among other things, enter an Order Granting Settlement Approval and Judgment in accordance with the terms of this Settlement Agreement. Concurrent with filing the Motion for Settlement Approval and Judgment, Plaintiff will submit that Motion and any supporting papers, including a copy of this Settlement Agreement, to the LWDA pursuant to Labor Code § 2699(I)(2).

F. Waiver of Appeal

43. The parties expressly acknowledge and agree that approval of this Settlement Agreement, through the Approval Order and Judgment, effectuates the Releases set forth in Section VII, extinguishes all of the Released Claims, and dismisses the Action with prejudice. Upon the Date of Court Approval, Plaintiff, FedEx Office, and their counsel expressly agree to hereby waive and extinguish their right to appeal any order or judgment in the Action, and the judgment entered in the Action will be final.

G. No Right to Exclusion or Objections by PAGA Members

44. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of and for the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any Individual Settlement Payment received as a result of this Settlement. The Parties also agree that no PAGA Member has the right to object to the

terms of the Settlement Agreement or to intervene in this Action.

V. SETTLEMENT ADMINISTRATION

A. Settlement Administrator Duties

45. Pursuant to the terms of this Settlement Agreement, the Settlement Administrator will be responsible for and the Maximum Settlement Amount will cover: (a) calculating and determining the LWDA's 75% share of the PAGA Settlement Fund, and preparing and mailing that payment to the LWDA; (b) preparing a list of all PAGA Members, calculating the Individual Settlement Payments due to each PAGA Member from the Individual Settlement Fund, and issuing and mailing checks payable to said PAGA Members, including taking appropriate steps to trace, update and locate any PAGA Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (c) maintaining the Maximum Settlement Amount account in an interest-bearing account at a federally insured banking institution, as discussed below; (d) preparing and mailing the amount of attorneys' fees and litigation costs awarded to Plaintiff's Counsel from the Maximum Settlement Amount; (e) preparing and mailing the Service Enhancement awarded to Plaintiff from the Maximum Settlement Amount; (f) reporting to FedEx Office's Counsel, Plaintiff's Counsel, and, if necessary, the Court regarding the completion of the tasks identified in this paragraph; and (g) carrying out other related tasks including the proper maintenance of undisbursed amounts from the PAGA Settlement Funds, or uncashed checks in an interest bearing account and reporting required for that account, in accordance with the terms of this Settlement Agreement.

46. All disputes relating to the Settlement Administrator's ability and need to perform its duties will be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

B. Calculating and Issuing Payments To PAGA Members

47. The Settlement Administrator will create a Qualified Settlement Fund ("QSF"), to be funded by the Maximum Settlement Amount paid by FedEx Office and administered by the Settlement Administrator. The Settlement Administrator shall have control over the distribution of funds from the

QSF, once funded. With respect to the QSF, the Settlement Administrator shall: (1) satisfy all federal, state and local and income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF; and (2) satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Settlement Agreement. The aforementioned fees, costs and expenses shall be treated as and included in the costs of administering the QSF and as Settlement Administration Expenses. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section. If the Court does not enter the Approval Order and Judgment or if the Effective Date does not occur, FedEx Office shall not be obligated to transmit the aforementioned funds.

48. The Settlement Administrator shall calculate pro rata settlement payments to PAGA Members based on each PAGA Member's eligible employee service time for Covered PAGA Pay Periods as reflected on FedEx Office's internal records as set forth in this Section. Individual Settlement Payments will be calculated as follows: the numerator shall be the number of the PAGA Member's individual Covered PAGA Pay Periods during the Settlement Period; the denominator shall be the total Covered PAGA Pay Periods for all PAGA Members; this fraction shall be multiplied by the Individual Settlement Fund.

49. In addition to the payments to PAGA Members, FedEx Office, through the Settlement Administrator, shall also make a payment to the California LWDA as consideration for the release of all PAGA claims that are the subject of the Action on behalf of the State of California. Of the PAGA Settlement Fund, seventy-five percent (75%) shall be paid to the LWDA.

50. All settlement payments, including any payment to the LWDA, any Individual Settlement Payment, and any Service Enhancement approved by the Court, will be treated as civil penalties under PAGA, and will be reported on an IRS Form 1099 without withholdings. The payments to Plaintiff's Counsel for their attorneys' fees and litigation costs will be treated as miscellaneous income and will be reported on an IRS Form 1099 without withholdings. The Plaintiff, PAGA Members, Plaintiff's Counsel, and the Settlement Administrator will be exclusively liable for any and all tax liability

in connection with the payments issued to them, if any. All Parties represent that they have not received, and will not rely on, advice or representations from other Parties or their agents or attorneys regarding the tax treatment of payments under federal, state, or local law.

51. Prior to mailing the Individual Settlement Payments to PAGA Members, the Settlement Administrator will update the addresses for the PAGA Members using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from the initial mailing with forwarding addresses will be used by the Settlement Administrator to locate PAGA Members and re-mail the Individual Settlement Payments to the correct or updated address. The Settlement Administrator will use appropriate tracing methods, including skip tracing, to ensure that the Individual Settlement Payments are received by PAGA Members. The Settlement Administrator will also take reasonable steps, including skip tracing, to locate any PAGA Member whose Individual Settlement Payment is returned as undeliverable.

52. The Individual Settlement Payments mailed to each PAGA Member will include the notice letter attached to this Settlement Agreement as **Exhibit A** and will provide a payment of each PAGA Member's pro rata share from the Individual Settlement Fund

C. Settlement Administration Expenses

53. All Settlement Administration Expenses will come out of the Maximum Settlement Amount. If the actual Settlement Administration Expenses are less than the amount allocated from the Maximum Settlement Amount, those funds will be added to the PAGA Settlement Fund.

VI. DISTRIBUTION OF PAGA SETTLEMENT FUND

A. Process and Deadlines

54. Within three (3) days after the Effective Date, FedEx Office will provide payment of the Maximum Settlement Amount to the Settlement Administrator to fund the QSF to be created by the Settlement Administrator.

55. Within three (3) days after the Effective Date, FedEx Office will provide information in an electronic format regarding all PAGA Members, including name(s), last known residence addresses, Social Security numbers, and all Covered PAGA Pay Periods worked during the Settlement Period, to the

Settlement Administrator only, which will be subject to a Settlement Administrator confidentiality agreement. PAGA Member data only will be used by the Settlement Administrator for the purpose of calculating settlement shares and finding and paying PAGA Members their portion of the Individual Settlement Fund. Data for PAGA Members will be kept confidential by the Settlement Administrator, and will not be disclosed to Plaintiff, Plaintiff's Counsel, the LWDA, or any other PAGA Member without the written consent of FedEx Office. The Settlement Administrator will take reasonable steps to keep the PAGA Member data secure.

56. Within ten (10) days after the Effective Date, the Settlement Administrator will calculate the PAGA Settlement Fund and will make the calculation of payments to be distributed to the LWDA (representing its 75% share under PAGA of the PAGA Settlement Fund) and to each of the PAGA Members (representing, in the aggregate, their 25% share under PAGA of the PAGA Settlement Fund). Upon completion of its calculation of payments, and at least five (5) days prior to the distribution of payments to the LWDA and PAGA Members, the Settlement Administrator will provide FedEx Office's Counsel and Plaintiff's Counsel with a report, with all names and personally-identifying information for PAGA Members redacted, listing the amount of all payments to be made to the LWDA and to each PAGA Member from the PAGA Settlement Fund. The Settlement Administrator also will provide FedEx Office's Counsel with an unredacted copy of the report.

57. Within thirty (30) days after FedEx Office makes the payment of the Maximum Settlement Amount to the QSF, the Settlement Administrator will distribute checks for the Individual Settlement Payments to all PAGA Members, issue a settlement check to the LWDA for its payment of PAGA penalties, pay Plaintiff any awarded Service Enhancement, and pay Plaintiff's Counsel any awarded attorneys' fees and costs. Within sixty (60) days after distributing the checks for the Individual Settlement Payments, the Settlement Administrator will mail a reminder notice to PAGA Members to cash their settlement checks.

B. Challenges To The Allocations For Individual Settlement Payments

58. In calculating each individual PAGA Member's share of the Individual Settlement Fund, FedEx Office's records regarding PAGA Members' employment as a non-exempt Store Assistant

Manager or Center Assistant Manager in a FedEx Office retail store location in California during the Settlement Period shall be presumed to be correct. Individuals who dispute FedEx Office's records must submit a challenge in writing to the Settlement Administrator and will bear the burden of proof, *i.e.*, an individual who fails to provide written proof will have his or her challenge denied. All such challenges must be received within 45 days after the distribution of checks for the Individual Settlement Payments. FedEx Office will investigate the challenge and determine whether any additional amount is owed to the individual making the challenge. Payments may be satisfied with unclaimed settlement payment amounts after other payments are made. In no case will a challenge to employment data result in a payment by FedEx Office in excess of the Maximum Settlement Amount.

C. Uncashed Settlement Checks

59. PAGA Members who are sent Individual Settlement Payments will have 120 calendar days after mailing by the Settlement Administrator to cash their Individual Settlement Payment checks and will be so advised of such deadline. If PAGA Members do not cash their checks within that period, those checks will become void. In the event that FedEx Office has determined that any additional amounts are owed to any individuals who submitted challenges to the allocations for Individual Settlement Payments, the Settlement Administrator will issue checks for such amounts within five (5) business days of the expiration date of the initial Individual Settlement Payment checks. Such individuals will have 120 calendar days after mailing by the Settlement Administrator to cash such checks. Any unclaimed settlement payment amounts remaining after the expiration date of such checks will be paid to Legal Aid at Work within thirty (30) days of such expiration date, or within thirty (30) days of the expiration date of the initial Individual Settlement Payment checks if FedEx Office determines that no additional amounts are owed as a result of challenges to the allocations for Individual Settlement Payments.

VII. RELEASE OF CLAIMS

A. Release of Claims by Plaintiff, the LWDA, and All PAGA Members

60. Upon the Date of Court Approval, Plaintiff, in her individual capacity and as proxy and private attorney general for the State of California, the LWDA, and PAGA Members fully and forever

releases and discharges the FedEx Office Releasees from the Released Claims as defined in Paragraph 22. The Parties agree that this Settlement Agreement is conditioned upon this release of all Released Claims, both by Plaintiff individually, and by the State of California, the LWDA, and all PAGA Members through Plaintiff acting on behalf of, and as private attorney general for, the State of California, the LWDA, and all allegedly aggrieved current and former employees of FedEx Office. Upon the Effective Date, Plaintiff, the LWDA, and each and every PAGA Member will be bound by the terms of this Settlement Agreement and will have recourse exclusively to the benefits, rights, and remedies provided hereunder.

61. The Parties further understand and agree that this Settlement Agreement, in conjunction with the Approval Order and Judgment, prohibits and enjoins any PAGA Member (including Plaintiff) from bringing against the FedEx Office Releasees any of the Released Claims through and including December 1, 2021. Upon the Effective Date, Plaintiff, on behalf of herself and on behalf of the LWDA and each and every PAGA Member, will be deemed to have, and by operation of the Approval Order and Judgment entered by the Court will have fully, finally, and forever released, relinquished, and discharged each and all of the FedEx Office Releasees from any and all Released Claims.

62. Plaintiff agrees that this Settlement Agreement is further conditioned upon her individual covenant not to participate in any further proceedings seeking damages, penalties, or other remedies for any Released Claims. Plaintiff agrees that the Settlement is fair and reasonable and will participate in the settlement.

B. General Release by Plaintiff

63. For and in accepting the consideration of the Service Enhancement awarded, Plaintiff further will make a general release (the “General Release”) on behalf of herself and her heirs, executors, administrators, representatives, successors and assigns, of the FedEx Office Releasees, to the full extent permitted by law, of and from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the FedEx Office Releasees (as defined in Paragraph 10) related to or arising out of Plaintiff’s employment with the FedEx Office Releasees and/or the cessation of employment or purported employment therefrom, and all persons acting by, through, under, or in concert with any of them, of any

and every kind, nature and character whatsoever, known or unknown, suspected or unsuspected, whether based on a tort, contract, statute, or any other theory of recovery, and whether for compensatory or punitive damages which Plaintiff had at any time heretofore or claimed to have or which Plaintiff may have or claims to have regarding events that have occurred relating to any work performed for the FedEx Office Releasees as of the date of execution of this Settlement Agreement. These claims expressly include, but are not limited to, those arising under the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*), the Employee Retirement Income Security Act (29 U.S.C. § 1000, *et seq.*), the Family and Medical Leave Act, the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201 *et seq.*), the Lily Ledbetter Act, Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, *et seq.*), the California Family Rights Act, California Equal Pay Law, California Whistleblower Protection Laws, California Pregnancy Disability Leave Law, the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*), and any and all claims related to the following: unpaid wages; unpaid overtime; failure to pay all compensation on termination of employment; missed meal periods; missed rest periods; reimbursement of expenses; inaccurate wage statements; deductions and/or chargebacks from wages; any alleged violations of the California Labor Code; any alleged violations of applicable federal law including, but not limited to, the FLSA; any alleged violation of and/or any remedy provided by the California Civil Code and/or the California Code of Civil Procedure including, but not limited to, section 1021.5; any claims for penalties under the California Labor Code and/or the California Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”); any and all claims for relief under California Business and Professions Code section 17200 *et seq.*, including any and all claims for injunctive relief; and any and all other claims for relief, including any associated prayers for compensatory damages, indemnification, injunctive relief, punitive damages, liquidated damages, penalties, interest, attorneys’ fees or costs; any claims arising under the California Constitution; and any of Plaintiff’s claims or allegations that FedEx Office Releasees deprived Plaintiff of any pay or other benefits or legal protections to which Plaintiff alleges Plaintiff is or was entitled. The Plaintiff and FedEx Office Releasees intend for this definition to be all encompassing and to act as a full and total release of any of Plaintiff’s claims that Plaintiff may legally waive or release against FedEx Office Releasees arising

from any work Plaintiff performed for FedEx Office Releasees, whether specifically enumerated herein or not, that the Plaintiff might have or had, that exists or ever has existed on or to the Date of Court Approval. Plaintiff's General Release also includes the waiver of any right to bring, maintain, or participate in a class, collective, or representative action against the FedEx Office Releasees to the maximum extent permitted by law. Plaintiff's General Release, however, shall not constitute a release of any claims that may not lawfully be waived; further, 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 confidentiality provisions of the Settlement Agreement, and subject to the condition that Plaintiff not seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom and understands that such limitation does not in any way restrict her ability to file and pursue such charge consistent with the confidentiality obligations set forth in this Settlement Agreement; and further, Plaintiff does not waive any rights with respect to, or release FedEx Office Releasees from, any claims for California Workers' Compensation benefits, unemployment insurance or indemnification provided by state law (except that Plaintiff hereby releases and waives any claims that her termination was to avoid payment of such benefits or payments or that, as a result of her termination, she is entitled to additional benefits or payments).

64. Thus, for the purpose of implementing a full and complete release and discharge of the FedEx Office Releasees, Plaintiff expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of execution hereof, and that this General Release contemplates the extinguishment of any such claim or claims.

65. In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that Plaintiff or her attorneys may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but that she 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 the FedEx Office Releasees at the time of execution of the Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with

FedEx Office Releasees or the cessation of that employment. Plaintiff and FedEx Office further acknowledge, understand and agree that this representation and commitment is essential to each Party and that this Settlement Agreement would not have been entered into were it not for this representation and commitment.

66. It is further understood and agreed that as a condition of this General Release, and to effect a full and complete general release as described above, Plaintiff hereby 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.

Plaintiff warrants that she has read this Settlement Agreement, including the waiver of California Civil Code section 1542, and that she has consulted with or had the opportunity to consult with counsel of her choosing and specifically about the waiver of section 1542, that she understands this Settlement Agreement and the section 1542 waiver, and that she freely and knowingly enters into this Settlement Agreement, this General Release, and the section 1542 waiver.

67. Plaintiff further agrees that, unless required to do so by law, she will not testify, provide documents, or otherwise participate, or request others to participate on her behalf, in any proceeding or litigation that is related to any conduct by any FedEx Office Releasee as of the date of this Settlement Agreement. Notwithstanding the foregoing, nothing in this General Release will prohibit or restrict Plaintiff from: (i) providing information to, or otherwise assisting in, an investigation by Congress, the Equal Employment Opportunity Commission or the NLRB, the Securities and Exchange Commission ("SEC") or any other federal regulatory or law enforcement agency or self-regulatory organization ("SRO"); (ii) testifying, participating, or otherwise assisting in a proceeding relating to an alleged violation of any federal law relating to fraud or any rule or regulation of the SEC or any SRO; or (iii) complying with a lawful subpoena or other legal process, subject to the terms of the Settlement

Agreement.

68. If any of the provisions, terms, clauses, waivers or releases of claims and rights contained in this General Release are declared illegal, unenforceable, or ineffective in a legal forum of competent jurisdiction, such provisions, terms, clauses, waivers or releases of claims or rights will be modified, if possible, in order to achieve, to the extent possible, the intentions of the parties and, if necessary, such provisions, terms clauses, waivers and releases of claims and rights will be deemed severable, such that all other provisions, terms, clauses and waivers and releases of claims and rights contained in this General Release will remain valid and binding upon both parties, provided, however, that, notwithstanding any other provision of this General Release, if any portion of the waiver or release of claims or rights contained in Section VII(A) is held to be unenforceable, FedEx Office may, at its option, seek modification or severance of such portion, or terminate the Settlement Agreement pursuant to Paragraph 75.

69. Plaintiff further covenants that she will not participate in any other legal actions against FedEx Office asserting claims covered by this General Release, and will opt out of those actions if she becomes aware of such actions. Plaintiff further agrees that any other dispute relating to her employment with FedEx Office Releasees will be subject to the alternative dispute resolution procedures of the Mutual Arbitration Agreement between Plaintiff and FedEx Office.

70. Plaintiff will certify that she has returned all FedEx Office property, including but not limited to keys, ID card, cell phone, PDA, and FedEx Office documents and information (either hard copy or electronic) other than records related solely to Plaintiff's own compensation or benefits.

VIII. DUTIES OF THE PARTIES

71. Plaintiff's Counsel, subject to FedEx Office's approval, will submit this Settlement Agreement to the Court together with the Motion for Settlement Approval and Judgment and a proposed Order Granting Settlement Approval and Judgment. At least five (5) days before submission to the Court, Plaintiff will provide a draft of the Motion for Settlement Approval and Judgment and supporting papers to FedEx Office for its review and comment. If FedEx Office does not provide any comments within five (5) days of its receipt of Plaintiff's draft Motion for Settlement Approval and Judgment and

supporting papers, Plaintiff shall be permitted to file the Motion for Settlement Approval and Judgment with the Court. Concurrent with filing the Motion for Settlement Approval and Judgment with the Court, Plaintiff will submit the Motion and any supporting papers, including a copy of this Settlement Agreement, to the LWDA pursuant to Labor Code § 2699(l)(2).

72. Following entry of the Court's Approval Order and Judgment, the Parties each will act to assure her or its timely execution and the fulfillment of all provisions in that Approval Order and Judgment and in this Settlement Agreement, including but not limited to the following:

- (a) Within ten (10) days after the Date of Court Approval, Plaintiff's Counsel will submit a copy of the Approval Order and Judgment to the LWDA pursuant to Labor Code § 2699(l)(3).
- (b) Within three (3) days after the Effective Date, FedEx Office will provide to the Settlement Administrator: (1) payment of the Maximum Settlement Amount to fund the QSF, and (2) the PAGA Members list and identification and contact information as specified in Paragraph 55 above. FedEx Office will thereafter assist the Settlement Administrator as necessary or as requested to use, correct, or update this information in order to enable the Settlement Administrator to locate and contact PAGA Members.
- (c) Plaintiff's Counsel and FedEx Office's Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating PAGA Members entitled to payments from the Individual Settlement Fund and assuring delivery of such payments.
- (d) Plaintiff's Counsel and FedEx Office's Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amount of the PAGA Settlement Fund from any uncashed checks to Legal Aid at Work.

**IX. SETTLEMENT APPROVAL PROCEDURES AND TIMELINE FOR
COMPLETION OF SETTLEMENT**

73. This Settlement Agreement will become final and effective only upon the occurrence of all of the following events:

- (a) Execution of this Settlement Agreement by the Parties and their respective counsel of record.
- (b) Submission of the Settlement Agreement to the Court for approval by Plaintiff's filing of the Motion for Settlement Approval and Judgment.
- (c) Concurrent with the filing of the Motion for Settlement Approval and Judgment, Plaintiff's submission of that Motion and supporting papers, including the Settlement Agreement, to the LWDA.
- (d) Entry by the Court of an Approval Order and Judgment, which, among things, must:
 - (i) approve the Settlement and the release of claims set forth herein, adjudging the terms thereof to be fair, adequate, reasonable, and binding on Plaintiff, the LWDA, and all PAGA Members through Plaintiff acting on behalf of, and as a private attorney general for, the State of California, the LWDA, and all former and current allegedly aggrieved employees of FedEx Office, and directing that its terms and provisions be carried out;
 - (ii) approve settlement administration services to be provided by the Settlement Administrator;
 - (iii) permanently enjoin and prohibit Plaintiff, the LWDA, and all other PAGA Members from pursuing and/or seeking to reopen claims that have been released by this Settlement Agreement;
 - (iv) provide that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders;and

(v) otherwise incorporate the terms of this Settlement Agreement.

74. The schedule for approval and payment procedures carrying out this Settlement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals. In the event of such modification, the Parties will cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

By no later than 20 days after execution of this Settlement Agreement	Plaintiff prepares and files in the Action, subject to FedEx Office's prior review and comment, the Motion for Settlement Approval and Judgment and supporting papers, including this Settlement Agreement and the proposed Order Granting Settlement Approval and Judgment. Concurrently with filing the Motion for Settlement Approval and Judgment, Plaintiff submits the Motion and supporting papers, including the Settlement Agreement, to the LWDA.
Within 10 days after the Date of Court Approval	Plaintiff's Counsel to submit a copy of the Approval Order and Judgment to the LWDA.
Effective Date	Following entry of the Approval Order and Judgment, the latest of the following dates: (a) the date of final affirmance on an appeal of the Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Approval Order and Judgment.
Within 3 days after the Effective Date	FedEx Office to (1) transfer the Maximum Settlement Amount to the Settlement Administrator to be deposited into the QSF; and (2) provide the Settlement Administrator the PAGA Member information, including name(s), last known residence addresses, Social Security numbers, and all Covered PAGA Pay Periods worked by PAGA Members as non-exempt Store Assistant Managers or Center Assistant Managers.

Within 10 days after the Effective Date	Settlement Administrator to calculate the PAGA Settlement Fund and the amount of payments to be distributed to the LWDA and to each of the PAGA Members, and provide FedEx Office's Counsel and Plaintiff's Counsel with a report, with all names and personally-identifying information for PAGA Members redacted, listing the amount of all payments to be made to the LWDA and to each PAGA Member from the PAGA Settlement Fund. The Settlement Administrator also will provide FedEx Office's Counsel with an unredacted copy of the report.
Within 15 days after the Effective Date	Settlement Administrator to complete any skip trace or other address searched for PAGA Members, including updating any contact information.
Within 30 days after funding of the Maximum Settlement Amount	Settlement Administrator to distribute and pay checks to the LWDA and to all PAGA Members from the PAGA Settlement Fund, pay the Plaintiff her Court-approved Service Enhancement, and pay Plaintiff's Counsel the Court-approved attorneys' fees and costs approved and awarded by the Court.
60 days after distribution of checks for Individual Settlement Payments	Settlement Administrator to mail reminder notice to PAGA Members to cash their settlement checks.
120 days after distribution of checks for Individual Settlement Payments	Expiration of PAGA Members' settlement checks.
120 days after distribution of any additional checks as a result of challenges to the allocations of Individual Settlement Payments that are approved by FedEx Office	Expiration of additional settlement checks.
Within 30 days after expiration of Individual Settlement Payments or, if there are any, of the additional checks issued as a result of challenges to the allocations of Individual Settlement Payments that are approved by FedEx Office	Settlement Administrator to calculate and pay any remaining amount from the PAGA Settlement Fund (due to expired settlement checks) to Legal Aid at Work.

X. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

75. Either Party has the right to withdraw from the Settlement at any time prior to the Effective Date if: (a) the Settlement is construed by the Court in such a fashion that FedEx Office is required to pay more than the Maximum Settlement Amount; or (b) the Court denies approval of the Settlement; or (c) the Court does not order the release of claims of the PAGA Members set forth in this Settlement Agreement; or (d) Plaintiff or her counsel breach any material term of this Settlement Agreement.

76. If for any reason the Settlement Agreement is not approved, or FedEx Office or Plaintiff withdraw from the Settlement, this Settlement Agreement and any related settlement documents (including the Parties' memorandum of understanding) will be null and void, other than the confidentiality and non-disclosure provisions in Section XI and the non-admission provisions in Section IV.A. In such an event, neither this Settlement Agreement, nor the Parties' memorandum of understanding, nor the settlement documents, nor the negotiations leading to the Settlement, may be used as evidence for any purpose, and FedEx Office will retain the right to challenge all claims and allegations in the Action and to assert all applicable defenses on all applicable grounds.

77. Other than as specified above, this Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XI. CONFIDENTIALITY AND PUBLICITY

78. Names of PAGA Members and their allocation amounts will be kept strictly confidential by the Settlement Administrator, who will not release such information to Plaintiff's Counsel and will only file such information under seal if necessary. Plaintiff's Counsel agrees that any information they receive or have received as part of settlement negotiations in this matter may be used for the purposes of settling the Action only, and may not be used for any other purpose or in any other action or proceeding unless available in the public record or otherwise obtained via other, proper legal process, including via discovery in subsequent litigation.

79. Plaintiff and Plaintiff's Counsel agree to keep this settlement strictly confidential and not to disclose the terms of this settlement except in court papers or if required by legal process, except as set forth in this Paragraph. In the event that Plaintiff and/or Plaintiff's Counsel believe they are legally obligated by statutory or regulatory requirements (including compulsory legal process, such as a subpoena) to make disclosures regarding the terms of this settlement, they must notify FedEx Office's Counsel, Carrie A. Gonell, by email at carrie.gonell@morganlewis.com, within three (3) business days of receiving such notice that Plaintiff and/or Plaintiff's Counsel believe so obligates them, and they shall take reasonable steps to maintain the confidentiality of this settlement, including by filing any required disclosures under seal. Plaintiff and Plaintiff's Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement. Plaintiff and Plaintiff's Counsel agree not to respond to any press inquiries except to refer reports to the papers filed with the Court. Plaintiff's Counsel may refer to this Action and the settlement in court filings. However, to the extent Defendant issues a press release, holds a press conference, publishes information about the settlement on any website, or otherwise publicizes the settlement, so too may Plaintiff and Plaintiff's Counsel. In either event, Plaintiff also may disclose the terms of this settlement to her spouse, tax advisor, or counsel.

XII. PARTIES' AUTHORITY

80. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

XIII. MUTUAL FULL COOPERATION

81. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement will use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel will, with the assistance and cooperation

of FedEx Office and FedEx Office's counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

XIV. NOTICES

82. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff's Counsel:

Gregg I. Shavitz
Paolo C. Meireles
SHAVITZ LAW GROUP, P.A.
951 Yamato Road, Suite 285
Boca Raton, FL 33431
Tel: (561) 447-8888
Fax: (561) 447-8831
gshavitz@shavitzlaw.com
pmeireles@shavitzlaw.com

Jennifer Liu
THE LIU LAW FIRM, P.C.
800 Menlo Avenue, Suite 102
Menlo Park, CA 94025
Tel: (650) 461-9000
Fax: (650) 460-6967
jliu@liulawpc.com

To FedEx Office's Counsel:

Carrie Gonell
MORGAN, LEWIS & BOCKIUS LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Tel: (714) 830.0600
Fax: (714) 830.0700
carrie.gonell@morganlewis.com

If the identity of the persons to be notified for any party changes, or their address changes, that party will notify all other parties of said change in writing.

XV. MISCELLANEOUS PROVISIONS

A. Captions and Titles

83. Paragraph titles, headings, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

B. Drafting

84. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither party will be considered the “drafter” of the Settlement Agreement for purposes of having terms construed against that party, and this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

C. Extensions of Time

85. If a Party cannot reasonably comply with an obligation under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other party.

D. Governing Law

86. The rights and obligations of the parties hereunder will be construed and enforced in accordance with, and will be governed by, the laws of the State of California, without regard to principles of conflict of laws.

E. No Impact on Benefit Plans

87. Neither the Settlement Agreement nor any amounts paid under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by FedEx Office. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under FedEx Office’s sponsored benefit plans,

policies, or bonus programs. The payments made under the terms of this Settlement will not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of FedEx Office's benefit plan, policy, or bonus program. FedEx Office retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

F. Integration

88. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements between the Parties, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights of the Parties hereunder may be waived except in writing.

G. No Prior Assignments

89. This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

H. COUNTERPARTS AND ELECTRONIC SIGNATURES

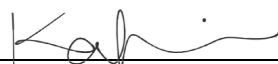
90. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image (including DocuSign) of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement Agreement, which will be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the

same force and effect as the original signature.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 12/20/2021 _____



Kaelyn Fleissner

FEDEX OFFICE & PRINT SERVICES, INC.

Dated: 12/28/2021 _____

DocuSigned by:  DS

E59E2C7CE5EE4C3... DD
Name: Tiffany Brunson
Title: VP Legal

APPROVED AS TO FORM

SHAVITZ LAW GROUP, P.A.

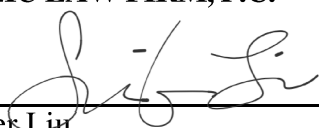
Dated: 12/20/2021 _____



Gregg I. Shavitz
Attorneys for Plaintiff Kaelyn Fleissner

THE LIU LAW FIRM, P.C.

Dated: 12/21/2021 _____



Jennifer Liu
Attorneys for Plaintiff Kaelyn Fleissner

MORGAN, LEWIS & BOCKIUS LLP

Dated: _____

Carrie A. Gonell
Attorneys for Defendant
FedEx Office & Print Services, Inc.

same force and effect as the original signature.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Kaelyn Fleissner

FEDEX OFFICE & PRINT SERVICES, INC.

Dated: _____

Name: _____

Title: _____

APPROVED AS TO FORM

SHAVITZ LAW GROUP, P.A.

Dated: _____

Gregg I. Shavitz
Attorneys for Plaintiff Kaelyn Fleissner

THE LIU LAW FIRM, P.C.

Dated: _____

Jennifer Liu
Attorneys for Plaintiff Kaelyn Fleissner

MORGAN, LEWIS & BOCKIUS LLP

Dated: 12/28/2021



Carrie A. Gonell
Attorneys for Defendant
FedEx Office & Print Services, Inc.

Exhibit A

Notice of Settlement
YOUR CHECK IS ENCLOSED

A California State Court authorized this notice. This is not a solicitation from a lawyer.

To: All individuals employed by FedEx Office & Print Services, Inc. ("FedEx Office") as a non-exempt Store Assistant Manager or Center Assistant Manager in a FedEx Office retail store location in California at any time between January 26, 2020 and December 1, 2021 ("PAGA Members").

This notice is to inform you about the settlement of a lawsuit titled *Kaelyn Fleissner v. FedEx Office & Print Services, Inc.*, Case No. [REDACTED], pending in Sacramento County Superior Court.

IMPORTANT: A check is enclosed for you with this letter. You must deposit or cash it no later than [REDACTED] or the check will become void.

Although you are not a party to this lawsuit, you are receiving this letter and check because you have been identified by FedEx Office as a PAGA Member. This settlement affects your rights. **Please read this notice carefully.**

1. The Lawsuit

In the lawsuit, Plaintiff asserted representative claims against FedEx Office in her complaint under the California Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698 *et seq.*, to recover civil penalties on behalf of the State of California and PAGA Members. Plaintiff alleges that FedEx Office violated California law, including by not paying non-exempt Store Assistant Managers and Center Assistant Managers all minimum wages and overtime wages for all hours worked, failing to provide compliant meal and rest breaks, failing to reimburse them for business-related expenses they incurred, failing to timely pay wages and final wages, and failing to maintain wage-related records and/or furnish accurate wage statements.

FedEx Office disputes Plaintiff's allegations and contends that its practices were at all times lawful, specifically that it properly paid all wages in a timely manner, provided compliant meal and rest breaks, and properly reimbursed non-exempt Store Assistant Managers and Center Assistant Managers under California law.

The Court has not issued a ruling in this case in favor of Plaintiff or in favor of FedEx Office. Both sides have agreed that this settlement is in their best interests because it will avoid the cost and risk and delays of a trial.

The Court has determined that the settlement of the representative PAGA claim for civil penalties is fair and reasonable, and has approved the settlement terms and authorized this notice and enclosed check.

2. The Terms of the PAGA Settlement

The settlement provides for the creation of a \$552,000 common fund (referred to here as the "Settlement Fund") for the benefit of the California Labor and Workforce Development Agency

("LWDA") and PAGA Members. \$ [REDACTED] of the Settlement Fund will be paid to the PAGA Members to settle the claim for civil penalties ("Individual Settlement Fund"). In addition to the Settlement Fund \$ [REDACTED] will be paid to the State of California, \$ [REDACTED] will be paid to a settlement administrator for services administering this settlement, \$ [REDACTED] will be paid to the named Plaintiff for her services, and \$ [REDACTED] will be paid to Plaintiff's attorneys for their attorneys' fees and costs.

3. Who is Eligible to Receive Payments from the Settlement Fund?

To be eligible for a settlement payment, you must have performed services for FedEx Office as either a non-exempt Store Assistant Manager or a non-exempt Center Assistant Manager in a FedEx Office retail store location in California between January 26, 2020 and December 1, 2021.

4. What is the Estimated Amount of Your Settlement Payment?

The Individual Settlement Fund has been divided in *pro rata* shares among you and the other PAGA Members based on pay periods worked as a non-exempt Store Assistant Manager or Center Assistant Manager during the relevant period. The size of your share depends on how many pay periods you worked in a non-exempt Store Assistant Manager or Center Assistant Manager position between January 26, 2020 and December 1, 2021.

According to FedEx Office's records, you worked [REDACTED] total pay periods as a non-exempt Store Assistant Manager or Center Assistant Manager in a FedEx Office retail store location in California between January 26, 2020 and December 1, 2021. Under the terms of the settlement, you are therefore entitled to \$ [REDACTED]. That amount is reflected in the enclosed check.

5. Tax Requirements

The payment to you is classified as non-wage income and reportable on an IRS Form 1099. You are responsible for paying any applicable taxes on all amounts received pursuant to this Settlement. You should contact your tax preparer if you have any questions, as neither Plaintiff's lawyers nor FedEx Office is in a position to provide you with tax-related advice.

6. The Scope of the Release

The release in this case releases FedEx Office & Print Services, Inc., and its past, present, and future parent, partners, subsidiaries, and affiliates, and their respective directors, officers, employees, agents, insurers and reinsurers, heirs, executors, administrators, representatives, successors and assigns (referred to individually and collectively as "FedEx Office Releasees"), to the full extent permitted by law, of and from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the FedEx Office Releasees under PAGA relating to the PAGA Members' employment as a non-exempt Store Assistant Manager or Center Assistant Manager for failure to pay minimum wage, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay for all hours worked (off-the-clock work), failure to provide meal and rest periods, failure to timely pay wages and final wages, failure to provide reimbursement for necessary business-related expenditures, and failure to maintain wage-related records and/or furnish accurate wage statements, and includes all PAGA claims for recovery of compensation, overtime pay, minimum wage, premium pay, and/or all penalties under the California Labor Code and California's Wage Orders, that arise out of or relate to the allegations in the Complaint and

were or could have been asserted through December 1, 2021 ("Released Claims"). The Parties agree that the Settlement Agreement is conditioned upon this release of all Released Claims, both by Plaintiff individually, and by the State of California, the LWDA, and all PAGA Members through Plaintiff acting on behalf of, and as private attorney general for, the State of California, the LWDA, and all allegedly aggrieved current and former employees of FedEx Office. Upon the Effective Date of the Settlement, Plaintiff, the LWDA, and each and every PAGA Member will be bound by the terms of the Settlement Agreement and will have recourse exclusively to the benefits, rights, and remedies provided hereunder. To the extent an alleged PAGA violation arises directly from the Released Claims and implicates the same primary rights and defenses being settled here, those claims are settled and released to the fullest extent permitted under applicable law.

Note: You will be bound by the above release whether or not you cash your settlement check.

7. Who are the attorneys representing the Named Plaintiff and negotiating for the employees?

The Shavitz Law Group, P.A. and The Liu Law Firm, P.C. represent the Named Plaintiff and have negotiated the settlement terms for the PAGA Members.

Gregg I. Shavitz
Paolo C. Meireles
SHAVITZ LAW GROUP, P.A.
951 Yamato Rd, Suite 285
Boca Raton, FL 33431
Telephone: (561) 447-8888
slg@shavitzlaw.com
pmeireles@shavitzlaw.com

Jennifer Liu
THE LIU LAW FIRM, P.C.
800 Menlo Avenue, Suite 102
Menlo Park, CA 94025
Telephone: (650) 461-9000
jliu@liulawpc.com

8. Who are the attorneys representing FedEx Office?

Carrie A. Gonell
Morgan, Lewis & Bockius LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Tel: (714) 830.0600
Fax: (714) 830.0700
carrie.gonell@morganlewis.com

9. Getting More Information

This notice summarizes the terms of the settlement. The full details are set forth in the written Joint Stipulation of PAGA Representative Action Settlement and Release (the "Settlement Agreement"). You can get a copy of that Settlement Agreement by writing to the Settlement Administrator, A.B. Data, Ltd., at [REDACTED].

You may also contact the Settlement Administrator for more information about the settlement. Their contact information is:

[INSERT]

PLEASE DO NOT CALL THE COURT OR THE OFFICE OF THE CLERK ABOUT THIS NOTICE OR THE SETTLEMENT.