

STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiff NAJEE SLADE (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class members and as a proxy/agent for the State of California on behalf of all “aggrieved employees”, and Defendants Geodis Logistics, LLC and Geodis USA, LLC, and their past and present parents, subsidiaries and/or other related entities, (collectively “Geodis”) (both collectively referred to herein as the “Parties.”)

RECITALS

A. On June 10, 2021, Plaintiff filed a class action complaint in the Santa Clara County Superior Court, alleging violation of Labor Code Sections 201, 202, 203, 204, 223, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 1197, 1197.1, and 1198, Business & Professions Code section 17200, *et seq.*, and the IWC Wage Orders. On October 14, 2020, Plaintiff gave notice to LWDA in advance of seeking penalties under the California Private Attorney General Act, Labor Code § 2699, *et seq.*, (“PAGA”). On December 16, 2021, Plaintiff filed an amended PAGA notice with the LWDA adding claims for violations of Labor Code section 2802. Plaintiff alleges that Defendants failed to: pay its non-exempt employees’ and/or individuals employed by third party staffing companies who performed work for Defendants in the state of California owed wages, minimum wages, overtime wages, wages for all hours worked; provide meal and rest periods and were not paid one additional hour of pay at their regular rate of pay when a meal or rest period was missed; employees were not reimbursed for business expenses incurred during the discharge of their duties to Defendants; pay all wages due them at termination of employment; provide complete and accurate wage statements; keep complete and accurate payroll records; reimburse employees for necessary business expenses; and Plaintiff seeks restitution under the Unfair Competition Law (“UCL”) and penalties under PAGA for the alleged Labor Code violations. Defendants removed the action to the Northern District of California, case number 5:21-cv-5390.

Plaintiff filed a second suit in the Santa Clara county Superior Court, on September 30, 2021, for PAGA penalties based on the forgoing alleged violations, case number 21CV87276.

B. Defendants deny all of Plaintiff's material allegations. Specifically, Defendants deny that Plaintiff and putative class members are entitled to additional wages, including any minimum wages, or overtime wages. Defendants deny that Plaintiff and putative class members and aggrieved employees were deprived of meal and rest periods, aver that they had meal and rest break policies and procedures in place to ensure compliance with California law, and aver that that Plaintiff and putative class members and aggrieved employees were not impeded from taking their lawful rest and meal periods. Defendants also contend that that Plaintiff and putative class members and aggrieved employees were at all times lawfully provided with required meal periods and authorized and permitted to take lawful rest breaks and/or were otherwise lawfully paid any applicable premiums owed. Defendants further aver that Plaintiff's claims are not amenable to class treatment because common issues do not predominate. Defendants additionally contend that they did not willfully fail to pay any wages due at the time of termination and that waiting time penalties are not available for alleged meal and rest period violations. Defendants also believe that the wage statement claims will fail because there was no knowing and intentional violation and that the derivative wage statement claim will fail for the reasons stated above. Defendants believe that the claim for failure to maintain complete and accurate payroll records will fail, because it keeps complete payroll and timekeeping records as required by law. Defendants believe that the claims related to the calculation of the regular rate of pay and all claims related to the alleged failure to pay minimum wages and overtime will fail. Defendants assert there are no legitimate Labor Code violations to support PAGA penalties or a claim under the UCL.

C. The Parties engaged in formal discovery and informal, voluntary exchange of information in the context of privileged settlement discussions to facilitate mediation. Defendants produced pertinent time records, pay records, and data, as well as various policy documents, pertaining to both Plaintiff and the putative class, in response to informal discovery requests and pursuant to the mediation privilege and/or settlement communication.

D. On December 3, 2021, the Parties participated in a full-day mediation before experienced mediator the Hon. Margaret Nagle (Ret.). During the mediation, the Parties had a full day of productive negotiations and were able to reach an agreement on a class-wide and representative settlement. During the mediation, each party, represented by its respective counsel, recognized the risk of an adverse result in the Action and agreed to settle the Action and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement.

E. Based on their own thorough, independent investigation and evaluation of this case, Class Counsel (as defined in paragraph 10 below) are of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interest of the Settlement Class (as defined in paragraph 5 below) in light of all known facts and circumstances, including the risk of significant costs and delay, the risk of non-certification of the Class, the defenses asserted by Defendants, the risks of adverse determinations on the merits, and numerous potential appellate issues. Although Defendants contend they have no liability in this case, Defendants' counsel shares Class Counsel's belief that the Agreement represents a fair, reasonable and adequate settlement given the respective risks associated with the Action.

F. This Agreement represents a compromise and settlement of highly disputed claims in both suits. Nothing in this Agreement is intended or will be construed as an admission by Defendants that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class on those claims or the State, or as an admission by Plaintiff that Defendants' defenses raised in either of the Actions have merit. This Agreement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Agreement. The Parties further represent and agree that the certification of the Class as defined in this Agreement is made solely for the purposes of Settlement and shall have no bearing, validity, enforceability or admissibility in the Action or for any other purpose in the event Settlement in this Action is denied by the Court.

AGREEMENT

Subject to the approval of the Court, the Parties agree as follows:

1. **“Action”** shall collectively mean the civil actions commenced and pending as follows
 - i. *Slade v. Geodis Logistics, LLC, et al.*, Santa Clara County Case No.: 21CV382880, filed on June 10, 2021, removed to the United States District Court, for the Northern District of California , Case No.: 5:21-cv-05390-BLF, on July 14, 2021; and
 - ii. *Slade v. Geodis Logistics, LLC, et al.*, Santa Clara County Case No.: 21CV387276, filed on September 30, 2021.
2. **“Court”** shall mean the Superior Court for the County of Santa Clara.
3. **“Settlement”** shall mean the disposition of the Action and all related claims effectuated by this Agreement.
4. **“Class Period”** shall collectively mean the settlement class periods below
 - i. “Employee Class Period,” which shall mean January 1, 2021 through December 31, 2021;
 - ii. “Temp. Worker Class Period,” which shall mean June 1, 2020 through December 31, 2021; and
 - iii. “2802 Class Period” which shall mean April 17, 2019 through December 31, 2021.
5. **“Class,” “Class Member(s),” or “Settlement Class”** shall collectively mean the settlement classes below:
 - i. “Employee Class Member(s),” which shall mean any and all hourly non-exempt employees employed directly by Defendants in California during the Employee Class Period;
 - ii. “Temp. Worker Class Member(s),” which shall mean all temporary workers working for Defendants through third party agencies in California

during the Temp Worker Class Period ; and

iii. “2802 Class Member(s)” which means non-exempt employees employed directly by Defendants in California between April 17, 2019 and December 31, 2020, and temporary workers working for Defendants through third party agencies in California between April 17, 2019 and May 31, 2020.

6. “Participating Class Member” shall mean a Class Member who does not timely Opt-Out pursuant to Paragraph 34 and who is therefore entitled to a share of the Net Class Settlement as set forth in Paragraphs 19-20.

7. “**PAGA Period**” shall mean the period of time from June 10, 2020 through December 31, 2021 for Temp. Worker Class Members and January 1, 2021 to December 31, 2021 for Employee Class Members.

8. “**PAGA Employee(s)**” shall mean those Class Members who were employed during the PAGA Period and who received at least one or more paychecks on one or more payroll periods during the PAGA Period as an alleged “aggrieved employee.”

9. “**PAGA Settlement Amount**” shall mean the total amount approved by the Court to settle the PAGA claims, including the payment to the LWDA, which will be paid on a *pro rata* basis to the PAGA Employees after the payment to the LWDA, even if the Employee opts-out of being a Class Member.

10. “**Class Counsel**” as appointed by the Court shall mean the attorneys representing Plaintiff and the Class in the Action: Shaun Setareh and David Keledjian of the Setareh Law Group.

11. “**Defense Counsel**” shall mean the attorneys representing Defendants in the Action: Charles Powell IV and Noah J. Woods of Littler Mendelson.

12. “**Claims Administrator**” shall mean a third party administrator selected by the parties and appointed by the Court to administer the Settlement.

13. “**Preliminary Approval of the Settlement**” shall mean the Court’s preliminary

approval of the Settlement without material change.

14. **“Final Approval Hearing”** shall mean the hearing to be conducted by the Court pursuant to California Rules of Court, Rule 3.769(a), to determine whether to approve finally, and implement the terms of, this Agreement pursuant to a Judgment (the “Judgment”).

15. **“Judgment”** shall mean the Order of Final Approval of Settlement and Judgment entered by the Court pursuant to California Rules of Court, Rule 3.769(h), that the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in this Action. The Court shall retain jurisdiction to enforce the terms of the Settlement following entry of the Judgment.

16. **“Effective Date”** shall mean the date by which this Agreement is approved by the Court by entry of the Judgment and the Judgment becomes Final. The Judgment becomes “Final” when the later of the following events occurs: (a) the first court day after the period for filing any appeal, writ, or other appellate proceeding relating to the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b) any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right by any appellant or objector to pursue further remedies or relief; or (c) any appeal, writ, or other appellate proceeding has upheld the Judgment with no right by any appellant or objector to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s Judgment granting final approval of the Settlement is completely final, and no further recourse exists by any Class Member, appellant or objector who seeks to contest the Settlement. The occurrence of the Effective Date is a prerequisite to any obligation of Defendant to pay any funds into the Settlement Account, as set forth herein.

17. **Certification for Settlement Purposes.** Solely for the purposes of effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional certification of the following Settlement Classes defined under Paragraphs 4 through 5 above. The Parties agree that if for any reason the Settlement is not preliminarily and finally approved, the conditional certification of the Settlement Class will be of no force or effect, does not

constitute an admission by Defendants that class certification is proper, and will not be deemed admissible in this or any other proceeding, and that the Parties will litigate the issue of class certification.

18. **“Gross Settlement Amount”** In consideration for the Settlement and the release of claims set forth below, Defendants agree to pay on a non-reversionary basis after the Effective Date (*i.e.*, no portion will revert to Defendants under any circumstance) a maximum of Eight-Hundred Eighty-Seven Thousand Three-Hundred Sixty Dollars and Zero Cents (\$887,360.00) excluding the employer’s share of payroll taxes (“the Gross Settlement Amount” or “GSA”), pursuant to the terms of this Agreement. It is understood by the Parties that the employer’s share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendants. The GSA is the maximum total amount that Defendants shall be required to pay for all claims of the Plaintiff and Class Members that are alleged, or that could have been brought, in the Action arising from the allegations made therein, and also including the enhancement payment to the Class Representative, all amounts payable to the Labor and Workforce Development Agency (“LWDA”) and the PAGA Employees as PAGA penalties, all Court-approved attorneys’ fees of Class Counsel, all Court-approved costs and expenses incurred or advanced by Class Counsel related to the Action, the fees and costs of the Claims Administrator, but excluding employer’s share of payroll taxes on the wage portion of the individual settlement payments distributed to the Class Members.

19. **“Net Settlement Amount”** The Net Settlement Amount (“NSA”) shall mean the GSA payable by Defendant pursuant to this Settlement, less the following sums set forth in subsections “A” through “E” of this Paragraph 19:

A. **Class Counsel Fees Payment.** Class Counsel will apply to the Court for an award of not more than Two-Hundred Ninety-Five Thousand Seven-Hundred Eighty-Six Dollars and Sixty-Six Cents (\$295,786.66) (which is one-third of the GSA) as their Class Counsel Fees Payment. Defendants will not oppose a Class Counsel Fees Payment request to be paid from the GSA. The Claims Administrator will pay the amount approved by the Court from the GSA.

Withholding and deductions will not be taken from the Class Counsel Fees Payment and one or more Forms 1099 will be issued to Class Counsel with respect to that payment.

B. **Class Counsel Litigation Expenses Payment.** Class Counsel will apply to the Court for an award of not more than Twenty-Five Thousand Dollars and No Cents (\$25,000.00) to compensate them for, out of pocket costs and expenses actually incurred in connection with the Action. Defendant will not oppose a Class Counsel Litigation Expenses Payment request of not more than \$25,000.00 to be paid from the GSA. The Claims Administrator will pay the amount approved by the Court from the GSA (but not more than \$25,000.00 in Class Counsel Litigation Expenses.) Withholding and deductions will not be taken from the Class Counsel Litigation Expenses Payment and one or more Forms 1099 will be issued to Class Counsel with respect to that payment.

C. **Class Representative Payment.** Plaintiff will apply to the Court for an award of not more than Ten-Thousand Dollars and No Cents (\$10,000.00) as his Class Representative Payment, made in his capacity as Class Representative to compensate him for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action, and as further consideration for the release of all claims. Defendant will not oppose a Class Representative Payment of not more than \$10,000.00. The Claims Administrator will pay the Class Representative Payment approved by the Court from the GSA. Payroll taxes, withholdings, and deductions will not be taken from the Class Representative Payment, and instead a Form 1099 will be issued to Plaintiff with respect to that payment. Plaintiff agrees to assume all responsibility and liability for the payment of taxes due on the Class Representative Payment.

D. **Payment to Claims Administrator.** The Claims Administrator will be paid from the GSA its reasonable fees and expenses as approved by the Court in an amount currently estimated to not exceed sixty thousand dollars (\$60,000.00).

E. **Payment of the PAGA Settlement Amount.** Plaintiff will apply to the Court for approval of a settlement of claims under PAGA in the amount of Fifty-Thousand Dollars

and No Cents (\$50,000.00) (the "PAGA Settlement Amount"), of which a payment from the GSA to the LWDA will be made in the amount of Thirty-Seven Thousand Five-Hundred Dollars and No Cents (\$37,500.00), which is 75% of the PAGA Settlement Amount. Twelve-Thousand Five-Hundred Dollars and No Cents (\$12,500.00), which is 25% of the PAGA Settlement Amount, will be paid to the PAGA Employees who worked for Defendant in California during the PAGA Period pursuant to the formula set forth in Paragraph 20 below, even if the Employee opts-out of the Class Settlement. Defendant will not oppose a PAGA settlement in this amount.

20. **Allocation of NSA and Calculation of Settlement and PAGA Shares.** Subject to the terms and conditions of this Agreement, the Claims Administrator will calculate a Settlement Share (as defined below) from the NSA for each Participating Class Member plus, if applicable, a PAGA Share (as defined below) for each PAGA Employee. The Settlement Share for each Participating Class Member and the PAGA Share for each PAGA Employee will be calculated as follows, understanding that the formulas below do not constitute an admission by Defendants, and are intended only to provide a practical means to simplify and administer the claims process:

A. **Allocation.** Each Settlement Share is allocated one-third (1/3) to wages (for which employment taxes will be deducted and W-2s issued), and a combined two-thirds (2/3) as interest and penalties (2/3 total, for which no taxes will be deducted and 1099s will be issued). Each PAGA Share will be allocated one-hundred percent (100%) to penalties (for which no taxes will be deducted and 1099s will be issued).

B. **Settlement Share Calculation.** The Claims Administrator shall assign to each Participating Employee Class Member and Temp. Worker Class Member a "Settlement Ratio," which shall be a fractional number comprised of (i) that Participating Employee Class Member's and Temp. Worker Class Members' Individual Work Weeks during the Class Period as the numerator, and (ii) the aggregate total of all Participating Employee Class Members' and Temp. Worker Class Members' Individual Work Weeks during the Class Period as the denominator. The Claims Administrator shall assign to each Participating Employee Class Member and Temp. Worker Class Member the "**Settlement Share**" which shall be calculated by multiplying that

Participating Class Member's Settlement Ratio by the amount allocated to the Class Members from the amount remaining in the NSA after the 2802 Share Allocation has been deducted.

C. **PAGA Share Calculation.** The Claims Administrator shall assign to each PAGA Employee a "PAGA Settlement Ratio," which shall be a fractional number comprised of (i) that PAGA Employee's Individual Payroll Periods worked during the PAGA Period as the numerator, and (ii) the aggregate total of all PAGA Employees' Individual Payroll Periods worked during the PAGA Period as the denominator. The Claims Administrator shall assign to each PAGA Employee the "**PAGA Share**" which shall be calculated by multiplying that PAGA Employee's PAGA Settlement Ratio by the amount allocated to the PAGA Employees from the PAGA Settlement Amount after payment to the LWDA.

D. **2802 Share Allocation.** The Claims Administrator shall assign to each 2802 Class Member \$1.00 per pay period for each Pay Period during which the 2802 Class Member worked during the 2802 Class Period.

21. **Settlement and PAGA Share Worksheet.** Upon calculation of the Participating Employee Class Members' and Temp. Worker Class Members' Settlement Share and PAGA Share, and the 2802 Class Period, the Claims Administrator shall furnish to Class Counsel and Defense Counsel a worksheet containing a list of the Participating Class Members identified by ID Number with their corresponding Individual Work Weeks and Settlement Shares and Individual Payroll Periods and PAGA Shares.

22. **Taxes and Withholdings.** Each Settlement Share is intended, in part, to settle the Class Members' claims for unpaid wages. Each Participating Class Member shall be individually responsible for the employee's share of applicable payroll tax withholdings and deductions. Accordingly, each Settlement Share allocated to wages will be reduced by applicable payroll tax withholdings and deductions, and the Claims Administrator will issue a Form W-2 to each Participating Class Member for this wage portion amount.

23. **Number of Class Members and Work Weeks.** Defendant estimates that through December 31, 2021, Employee Class Members and Temp. Worker Class Members will have

worked approximately 94,000 workweeks in the Employee Class Period and the Temp. Worker Class Period, combined. If the actual number of workweeks, as of December 31, 2021 is more than 10.0% greater than this number Defendant shall increase the GSA in proportion to the increase in workweeks above 10% (e.g., if the number of workweeks is 12.0% greater than 94,000 workweeks as of December 31, 2021, Defendant will increase the GSA by 2.0%). Should Defendant elect not to increase the GSA proportionately to this paragraph, Plaintiff shall have the option. to terminate this agreement.

24. **Release of Class Claims by Class Members Including Plaintiff.** Upon the entry of an order by the Court granting final approval of this Settlement, and except as to such rights or claims as may be created by this Agreement, the Settlement Class (including Plaintiff) and each Participating Class Member who has not properly submitted a timely and valid request to “opt-out” or be excluded from the Action, and without the need to manually sign a release document, in exchange for the consideration recited in this Agreement (whether later received or not), on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, successors and assigns, shall hereby fully, finally and forever waive, release, relinquish and discharge Defendants and each of their past and current parents, subsidiaries, affiliates, trusts, trust funds, investors and related entities or companies, and each of its and their respective owners, partners, members, shareholders, officers, directors, employees, agents, managing agents, attorneys, representatives, fiduciaries, trustees, insurers, temporary agencies, and other service providers, and their respective predecessors, successors, and assigns (collectively hereinafter the “Releasees”), for all wage and hour claims that were alleged or could have been alleged based on the same facts in the Actions and the First Amended Complaint to be filed by Slade in the Actions including claims for failure to pay minimum wage, failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to provide complete and accurate wage statements, failure to timely pay all earned wages, waiting time penalties, failure to reimburse business expenses, unfair business practices, and violations of the California Private Attorneys General Act of 2004 predicated on the same facts and/or claims

alleged in the Actions, as well as claims for penalties under the Private Attorneys General Act, based on such facts and claims. All federal claims that could have been alleged based on the same facts in the Actions, including but not limited to claims under the Fair Labor Standards Act, shall likewise be released, and shall be barred by the settlement by virtue of res judicata, in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9th Cir. 2018). The claims set forth in this Paragraph hereinabove shall be collectively referred to as the "Released Claims. " Plaintiff will send a letter to the LWDA to provide notice of this Settlement.

25. **Release of PAGA Claims by Plaintiff and the PAGA Employees.** Plaintiff, in his capacity as proxy for the State of California and/or the LWDA, and as a private attorney general acting on behalf of himself and the PAGA Employees, and each of the PAGA Employees, shall be deemed to have, and by operation of the Order of Final Approval of Settlement and Judgment entered by the Court shall have, fully, finally and forever released, relinquished and discharged the Releasees from all claims arising during the PAGA Period seeking civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, that Plaintiff in his capacity as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of himself and the PAGA Employees, asserted or could reasonably have asserted based on the facts alleged in the Action, the LWDA letter, and/or the Amended LWDA letter, including but not limited to all such claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 210, 212, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 354, 408, 510, 512, 553, 558, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2698 and 2699, *et seq.*, as alleged in the Complaint) and the wage orders of the California Industrial Welfare Commission and any other Labor Code section or Wage Order based on the facts alleged in the Action. Collectively, these claims shall be referred to as the “**PAGA Released Claims.**” This release shall release all PAGA Released Claims by or on behalf of Plaintiff and all PAGA Employees through the end of the PAGA Period and for the entire PAGA Period regardless of whether Plaintiff and/or a PAGA Employee negotiates their/his/her settlement checks sent pursuant to this Settlement and regardless of whether any such PAGA Employee opts

out and excludes himself or herself from the Settlement. PAGA employees shall have no right to object to the PAGA Release, the PAGA Settlement Amount or the PAGA Shares.

26. **Plaintiff's General Release of All Claims.** Solely with respect to the named Plaintiff, and in consideration of this Agreement, Plaintiff, on his own behalf and on behalf of his respective heirs, successors, assigns, does hereby fully, finally and forever waive, release, acquit and forever discharge Defendants and the Releasees from any and all known and unknown claims Plaintiff has or may have against Defendants and the Releasees of every nature or description whatsoever as of the date of this Agreement. This General Release of claims includes, but is not limited to, the Released Claims and the PAGA Released Claims as well as any and all known or unknown claims based on contract, tort, public policy, wrongful termination, intentional infliction of emotional distress, fraud, defamation, invasion of privacy or any other common law claims, and any and all claims based on any federal, state or local law, statute, regulation or ordinance, including, but not limited to, claims arising under, as amended, the Americans With Disabilities Act, the Equal Pay Act, the Employee Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, and any similar federal, state or local law, statute, regulation or ordinance relating to employment, discrimination, harassment, retaliation, whistleblowing, protected leaves of absence, reasonable accommodation and/or any other rights afforded to employees on any other basis protected by law.

27. **Plaintiff's Waiver of Unknown Claims.** Plaintiff waives all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and does so understanding the significance of that waiver, which states:

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.

28. **Waiver and Release by Class Counsel.** As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement, Class Counsel and any counsel associated with Class Counsel hereby waive any claim to costs and attorneys' fees and expenses against Defendants or the Releasees arising from or related to the Action, including but not limited to claims based on the California Labor Code, the California Civil Code, the California Code of Civil Procedure, or any other statute or law (the "Class Counsel Released Claims"). Class Counsel further understands and agrees that the fees, costs and expenses provided in this Agreement are intended to cover all fees, costs and expenses incurred by Class Counsel relating to the Action, including any fees and costs incurred post-judgment relating to the administration of the Settlement and/or relating to any appeal, writ or other proceeding.

29. **California Labor Code Sections 206 and 206.5 Do Not Apply.** The Parties agree that this Settlement involves the settlement of highly contested and disputed claims, such that the provisions of California Labor Code sections 206 and 206.5 are not applicable to this Settlement or the Releases required by this Agreement.

30. **Filing of Amended Complaint.** Upon execution of this Agreement, the Parties shall stipulate for leave to amend to permit Plaintiff to file a First Amended Complaint to consolidate the Action and to add claims under Labor Code section 2802 and for PAGA penalties for violations of Labor Code section 2802. The First Amended Complaint shall be deemed filed and served as of the date the Court enters an Order granting said stipulation.

31. **Motion for Preliminary Approval of Settlement by the Court.** Class Counsel will move the Court for an order granting Preliminary Approval of the Settlement (the "Motion for Preliminary Approval") and conditionally certifying the Class for settlement purposes only, appointing the Claims Administrator, appointing Class Counsel, setting a date for the Final Approval Hearing, and approving the Class Notice. Defense Counsel shall have the right to review and approve the Motion for Preliminary Approval prior to filing. Prior to the hearing on the Motion for Preliminary Approval, Class Counsel will submit an Order approved by Defense Counsel to, among other things, Grant Preliminary Approval of Settlement, Approval of Notice to Class and

Setting Hearing for Final Approval of Settlement. Counsel for the Parties, with approval from the Court, may change the date of the Final Approval Hearing without any further notice to the Class Members.

32. **Notice of Settlement to the LWDA.** Pursuant to PAGA, at the same time that Plaintiff files the Motion for Preliminary Approval with the Superior Court, Plaintiff will also submit the required notice of PAGA settlement to the LWDA along with a copy of this Agreement, and Class Counsel will take all reasonable steps necessary to timely notify the LWDA of the settlement of the PAGA claims, per the requirements set forth in Labor Code section 2699(1)(2), including the submission of the [Proposed] Final Order Approving Settlement to the LWDA at the time of filing the Motion for Final Approval of the Settlement. The Parties will cooperate fully in requesting the settlement of the PAGA claims and entry of a final judgment by the Court, and Class Counsel will timely notify the LWDA of the final judgment pursuant to Labor Code section 2699(1)(3). It is the intent of the Parties that upon entry of the Final Judgment, all claims for PAGA penalties as alleged in the Action during the PAGA Period shall be deemed settled and resolved, including with respect to any members of the Class who elected to opt-out of the Action.

33. **Duties of the Claims Administrator.** The Parties will select and agree to the appointment of the "Claims Administrator, or such other independent administrator as the Court might approve, to provide all reasonable and necessary services to effectuate the Settlement, including to mail the Notice, to independently review and verify documentation associated with any submitted objections, disputes or opt-out requests, to provide weekly reports of such to counsel for the Parties, to compute and pay the appropriate sums from the GSA, and to perform such other duties as are reasonable and customary for a third-party claims administrator. The Claims Administrator's estimate of its costs/fees for the administration of the settlement is \$60,000.00. The actual fees and costs of the Claims Administrator, which will be paid out of the GSA, will not be known until all claims are administered, and will be subject to final Court approval.

34. **List of Class Members.** Within thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendants shall provide to the Claims Administrator:

A. A confidential and password protected electronic database with the full names of all Class Members, last known mailing address, Social Security number and Defendants' employee identification number ("Class Members' Data").

B. Corresponding to each Class Member's name, Defendants shall provide a figure indicating the total number of Work Weeks during the applicable Class Period in which that Class Member performed any work for Defendants as an hourly, non-exempt employee, the total number of payroll periods during the PAGA Period that each PAGA Employee received a paycheck, and the total pay periods that each 2802 Class member worked. That number of Work Weeks shall be referred to as that Class Member's "Individual Work Weeks" and that number of payroll periods shall be referred to as that PAGA Employee's "Individual Payroll Periods." If any of the Class Members' Data are unavailable to Defendants, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data prior to when it must be submitted to the Claims Administrator. Class Members' Data will otherwise remain strictly confidential and will not be disclosed to anyone, except as necessary to applicable taxing authorities, or pursuant to Defendants' express written authorization or by order of the Court.

35. **Notice to Class Members.** Upon receipt of the Names and addresses, the Administrator will run the same through the NCOA database to obtain current address information. The Claims Administrator will prepare for each Class Member to be sent by first-class mail a notice packet containing a Notice of Pendency of Class Action Settlement, Proposed Settlement Amount for each Class Member, and Hearing Date for Final Court Approval, along with other relevant information (the "**Notice**") in the form attached hereto as **Exhibit "1"** and approved by the Court. The Notice will be prepared in English and Spanish.

A. **Mailing of Class Notice.** Within fifteen (15) business days after receiving the Class Members' Data, or as soon thereafter as it can do so after approval of the Notice by counsel for the Parties, the Claims Administrator will mail the Class Notice to all identified Class Members via first-class U.S. mail using the mailing address information provided by Defendants,

unless modified by any updated address information that the Claims Administrator obtains in the course of administration of the Settlement.

B. Returned Class Notice. If a Class Notice is returned because of an incorrect address, the Claims Administrator will promptly, and not later than ten (10) days from receipt of the returned Notice, search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Claims Administrator will use the Class Members' Data and otherwise work with Defendants' Counsel and Class Counsel to find a more current address. The Claims Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of any Class Member for whom a Class Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice is re-mailed, the Claims Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

36. Request for Exclusion from Settlement. Other than with respect to the PAGA related claims, a Class Member may request to be excluded from the effect of this Agreement, including the Released Claims and the payment of the individual Settlement Share under this Agreement, by timely mailing a letter to the Claims Administrator via U.S. Mail, stating that the Class Member wants to be excluded from this Action. This opt-out letter must include the Class Member's name, address, telephone number, and signature. To be valid and timely, the request to be excluded must be postmarked by no later than the date specified in the Class Notice, which shall be sixty (60) days from the initial mailing of the Class Notice by the Claims Administrator. E-mailing forms will not be deemed sufficient. A Class Member who properly submits a valid and timely request to be excluded from the Action shall not receive any payment of his or her individual Settlement Share in connection with this Agreement or this Action except for his or her individual PAGA Share from the PAGA Settlement Amount, if applicable, and shall not be bound by or

receive any benefit of this Agreement, other than the effect of the PAGA Released Claims. Such excluded Class Member also shall have no standing to object to the Settlement. Once Preliminary Approval is granted an Opt-Out may be approved only by the Court or by stipulation of the Parties pursuant to the terms of this paragraph. The Claims Administrator has *no authority* to accept or reject an invalid or untimely opt-out or to make any representations to any person regarding whether an opt-out will be accepted or rejected. Reliance on such unauthorized representations will not be deemed sufficient to overcome failure to timely and properly opt-out.

A request for exclusion must be mailed to the Claims Administrator as follows (who shall transmit the request for exclusion to counsel for the Parties) as follows:

To Claims Administrator

Simpluris

To Class Counsel:

Shaun Setareh, Esq.
David Keledjian, Esq.
Setareh Law Group
9665 Wilshire Blvd.,
Ste. 430
Beverly Hills, CA 90212

To Defense Counsel:

Charles Powell IV, Esq.
Noah J. Woods, Esq.
Littler Mendelson, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101

37. **Objections to Settlement.** The Class Notice will provide that any Participating Class Member who does not request exclusion from the Action and who wishes to object to the Settlement may submit an objection to the Settlement in writing to the Claims Administrator (a **“Written Objection”**) which sets forth the grounds for the objection and the other information required by this paragraph and paragraph 37. The Written Objection must be faxed or mailed (postmarked) to the Claims Administrator on or before the end of the 60-day Notice Period. The Claims Administrator shall promptly transmit all Written Objections to counsel for the Parties. However, any Class Member who opts-out of the Settlement shall not be permitted to object and any such objections shall not be considered by the Court.

38. The Written Objection must state the objecting Participating Class Member’s full name, address and telephone number, the written basis for each specific objection in clear and concise terms and any legal support for the objection and must be signed by the Participating Class

Member or by a legal representative of the Participating Class Member. If Written Objections have been submitted by the deadline, it is not necessary for the Participating Class Member or counsel to appear at the Final Approval hearing in order for the Court to consider the Written Objection. However, even if a Participating Class Member does not timely submit a Written Objection, he/she or his/her counsel may still appear at the Final Approval Hearing at his/her own expense to orally present any objections. Any Participating Class Member who does not submit a Written Objection in the manner and by the deadline specified above, and who fails to appear at the Final Approval Hearing to orally present an objection for the first time, will be deemed to have waived any objections and will be foreclosed from making any objections after the Final Approval Hearing, whether by appeal, writ or other proceeding. If the objecting Participating Class Member does not formally intervene in the action and/or the Court rejects the Participating Class Member's objection, the Participating Class Member will still be bound by the terms of this Agreement.

39. **Disputed Class Member Settlement Shares.** If a Participating Class Member disputes the number of Work Weeks or Payroll Periods used to determine his/her Settlement Share, the Participating Class Member may produce evidence to the Claims Administrator for the Class Period stating the basis of his or her disagreement and submitting supporting documentation. In order for the dispute to be considered, he/she must follow the directions on the Class Notice. To be valid and timely, all disputes and supporting documents must be postmarked by no later than the date specified in the Class Notice, which shall be sixty (60) days from the initial mailing of the Class Notice by the Claims Administrator. Defendants' employment records will be presumed to be correct unless proven otherwise by the Participating Class Member. The Claims Administrator will notify the Parties of any disputes, and if the Parties cannot mutually agree, the Claims Administrator will make a determination of the number of Work Weeks and/or Payroll Periods to be attributed to the Participating Class Member and shall notify the Class Member and the Parties of its decision. The decision of the Claims Administrator shall be final, binding and non-appealable.

40. **Report.** On a weekly basis during the 60-day Notice Period, the Claims

Administrator will provide the Parties with a complete and accurate list of all Class Members who sent timely requests to be excluded from the Action and all Participating Class Members who objected to the settlement or disputed their settlement allocation. No later than seven (7) days after the deadline for submission of the requests for exclusion, objections and disputes, the Claims Administrator will provide the Parties with a final report of all such information.

41. **Declaration of Claims Administrator.** Not later than sixteen (16) court days prior to the Final Approval Hearing, the Claims Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Claims Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

42. **No Solicitation of Objection; Right to Void.** Neither the Parties, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment. If ten percent (10%) or more of the Class Members submit a valid request to be excluded from the Settlement, then Defendants shall have the unilateral right to void this Settlement. Defendants may do so by giving notice to Class Counsel and the Court of its election to void the Settlement not later than seven (7) days before the Final Approval Hearing. No sums shall be payable by Defendants if this Agreement is voided as provided for herein with one exception: Defendants agree to pay any fees owing to the Claims Administrator for services rendered in the event Defendants exercise their right to void the Settlement.

43. **Additional Briefing and Final Approval.** Plaintiff will timely file with the Court a motion for final approval of the Settlement, including the PAGA settlement, and payment of the Claims Administrator's reasonable fees and expenses, with a memorandum in support of their motion; and Plaintiff and Class Counsel will serve on Defendants and file with the Court a motion for awards of the Class Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment pursuant to this Settlement, and memoranda in support of

their motions. Defense Counsel shall have the right to review and reasonably approve all such motions and supporting documents prior to filing.

44. **Right to Respond to Objections.** Before the Final Approval Hearing, the Parties shall be entitled to file and serve a response to any Class Member's objection to the Settlement and/or reply in support of their motion for final approval of the Settlement, and payment of the Claims Administrator's reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiff and Class Counsel may file replies in support of their motions for the Class Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

45. **Right to Void Settlement Agreement.** If the Court ultimately does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement that is not agreed to by the Parties, then either Party will have the unilateral right to void the Settlement in its entirety by providing written notice of such termination to the other Party and to the Court within ten (10) days of the Court's ruling on the Settlement; provided, however, that prior to terminating the Agreement the Parties agree to first meet and confer in good faith to address and attempt to resolve the Court's concerns. Upon written notice of any such termination by either Party, the Settlement will be null and void and the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the GSA, NSA or any amounts that otherwise would have been payable under this Agreement, except that the Party voiding the Settlement will be responsible to pay the Claims Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the right to void the Settlement under this paragraph. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph and shall not render the Settlement voidable.

46. **Final Judgment.** Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval a [Proposed] Final Order

and Judgment approving the Settlement pursuant to California Rules of Court, Rule 3.769(a) and a Judgment pursuant to California Rules of Court, Rule 3.769(h) for entry by the Court, consistent with the terms of the Settlement as approved by the Court. The Final Order and Judgment shall also permanently enjoin and forever bar all Class Members (other than those who have submitted timely and valid requests to be excluded from the Action as provided in this Agreement) from prosecuting against Defendants and the Releasees any claims within the scope of the Releases contained in this Agreement.

47. **Continuing Jurisdiction.** After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (a) enforcing this Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law. It is the intent of the Parties that the Judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and shall be final and binding upon Plaintiff and all Class Members regarding all of the Class Members' Released Claims and PAGA Released Claims.

48. **Waiver of Right to Appeal.** Plaintiff, Class Counsel, Class Members who did not timely submit an objection to the Settlement, Defendants, and Defense Counsel, hereby waive, except as provided for in this Agreement or prohibited by law, any and all rights to appeal from the Judgment, including with respect to the amount of the Class Representative Payment or the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment, and including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, any extraordinary writ, and any appeal. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making any payments under the Settlement) will be suspended until the appeal is fully and finally resolved and the Judgment, consistent with the terms of this Agreement, becomes Final.

49. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other

motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendants will have the unilateral right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court, not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final; provided, however, that prior to terminating the Agreement the Parties agree to first meet and confer in good faith to address and attempt to resolve the Court's concerns. The Party exercising its right to unilaterally void the Settlement pursuant to this provision agrees to pay any fees owing to the Claims Administrator for services rendered. An order vacating, reversing or modifying the Court's award of the Class Representative Payment or the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, and shall not render the Settlement voidable.

50. **Establishment of Settlement Account.** The Claims Administrator will establish an account (the "Settlement Account") for the purpose of administering the funds described in this Stipulation of Settlement. Within thirty (30) calendar days of the "Effective Date" of the Settlement as defined in Paragraph 16 above, Defendant shall pay into the Settlement Account (via wire transfer) the Gross Settlement Amount as defined in Paragraph 18 above.

51. **Qualified Settlement Fund.** The Settlement Account established by the Claims Administrator shall be a "Qualified Settlement Fund" within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., and shall be administered by the Claims Administrator pursuant to the final terms of the Settlement as approved by the Court. The Claims Administrator shall request and obtain from the IRS an appropriate Tax ID for the Settlement Account. The Claims Administrator shall serve as a Trustee of the Settlement Account and shall act as a fiduciary with respect to the handling, management and distribution of the Settlement Account, including the handling of all tax-related issues,

reporting and payments. The Claims Administrator shall act in a manner necessary to qualify and maintain the Settlement Account as a “Qualified Settlement Fund” and the Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment.

52. **Payment of Settlement Shares.** Within five (5) business days after receipt of the Gross Settlement Amount from Defendants, the Settlement Administrator will pay each of the following: (a) to Plaintiff, the Class Representative Payment; (b) to Class Counsel, the Class Counsel Fees Payment and Expenses Payment; (c) to the LWDA, the LWDA Payment; and (d) to the Claims Administrator, its reasonable fees and expenses as approved by the Court. The Claims Administrator shall then calculate and pay the Settlement Shares, from the Settlement Account, to all Class Members as defined in Paragraph 5 and shall pay the PAGA Shares, from the Settlement Account, to all PAGA Employees as defined in Paragraph 8. The Claims Administrator shall provide such calculations in writing to Class Counsel (names and personal information redacted) and Defense Counsel not later than ten (10) business days after receipt of the GSA for final approval by counsel. The Claims Administrator shall pay each Settlement Share and PAGA Share by sending a check in the appropriate amount to the Class Member at the address indicated in the list of Class Member names and addresses provided by Defendants, or as subsequently determined by the Claims Administrator to be the correct address. Such payment shall be sent by the Claims Administrator via U.S. Mail within fifteen (15) business days of its receipt from Defendants of the Gross Settlement Amount.

i. In order to cash their individual settlement award checks, Participating Class Members shall be required to affirmatively opt-in for purposes of the Fair Labor Standards Act (“FLSA”) and waive all Released Class Claims falling under the FLSA by endorsing their individual settlement award checks, which shall contain thereon the following or substantially similar language: “By endorsing and cashing this check, I agree to the waiver of the wage and hour claims set forth in the class notice in *Slade v. Geodis Logistics, LLC, et al.*, Case No.: 21CV387276, including all claims under the FLSA based upon the facts alleged in the Action, and hereby affirmatively opt in to the FLSA

claim and FLSA waiver for purposes of 29 USC section 216(b).” This FLSA release shall not apply to Class Members who timely submit a valid Request for Exclusion from the settlement class pursuant to paragraphs 37-38 of this Agreement, and this language shall not appear on the checks provided to such an employee for his or her share of the PAGA Settlement Amount.

53. **Uncashed Settlement Share Checks.** Any checks issued by the Claims Administrator to Class Members (including those who timely and validly opted-out and are only receiving a PAGA Share) shall be negotiable for one hundred and eighty (180) calendar days. If a check is returned to the Claims Administrator, the Claims Administrator will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If any Class Member’s settlement check is not cashed within 120 days after its mailing, the Settlement Administrator will send the Class Member a letter or postcard informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced but not cashed. Those funds represented by checks returned as undeliverable and those checks remaining un-cashed for more than 180 days after issuance will be voided (collectively, the “Voided Settlement Checks”) and the equivalent amount will be sent to the Controller of the State of California, in the name of that Class Member, to be held pursuant to the Unclaimed Property Law for the benefit of the Class Member until such time as they claim their property, as allowed by law. The Parties agree this disposition results in no “unpaid residue” under California Civil Procedure Code § 384 (b), as the entire Net Settlement Amount will be paid to Settlement Class members, whether or not all checks are cashed. Because no unpaid residue will exist, Defendant will not be required to pay any interest on the uncashed checks.

54. **Final Report by Claims Administrator to Court.** Within ten (10) days after final disbursement of all funds from the Settlement Account, the Claims Administrator will serve on the Parties for filing with the Court a declaration providing a final summary report on the disbursements of all funds from the Settlement Account.

55. **Non-Publicity Provision.** The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, hold any press conference, respond to

any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement. If the Parties are contacted by the press or other third party regarding the Settlement, the Parties shall be limited in their response to informing the initiating contactor that the Parties have mutually agreed to a settlement and the initiating contactor should refer to the public records filed with the Court for more information. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement of this case in any manner that identifies the Defendants, including but not limited to any postings on any websites maintained by Class Counsel or any other websites, internet blogs, chatrooms or social media sites. Neither Plaintiff nor Class Counsel will discuss the terms or the fact of the Settlement with third parties other than (1) their immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3) other Class Members, but such communications to Class Members must be consistent with the Court-approved Class Notice being mailed by the Claims Administrator. Plaintiff and Class Counsel agree not to publish any of the terms or conditions of this Settlement in any manner that identifies Defendants. However, Class Counsel may identify this Settlement in other matters to demonstrate their adequacy as counsel in such other matters, and Defendants may inform their employees that Defendants encourages all Class Members to participate in the Settlement and that opting-out will not save the Defendants any money. However, nothing herein shall prohibit Defendants or their counsel from making any necessary disclosures to any government regulators, or its auditors, insurers, accountants or financial institutions for legitimate business reasons, or to any putative class member asserting any similar claim and/or to such counsel to notify them of this Settlement. This provision also does not limit or restrict the ability of Class Counsel to file this Agreement with the Court or the LWDA in connection with the settlement approval process.

56. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional employee benefit payments (such as pension, ERISA, 401(k), vacation or bonus) and shall not have any effect on the eligibility for, or calculation of, any past or future employee benefits, vesting, credits, or hours of service, including but not limited to with respect to any

employee pension, 401(k), health and welfare, profit-sharing, stock option, vacation, PTO, paid sick, bonus or other benefit plan or program of any kind. Plaintiff and Class Members are deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

57. **No Admission of Liability.** Defendants deny that they engaged in any unlawful activity, failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants, or an admission by Plaintiff that any of his claims was non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

58. **No Admission of Class Certification.** Defendants have agreed not to contest the certification of the Class for the sole purpose of effectuating this Settlement. Should the Settlement be voided by any Party pursuant to this Agreement, or not approved by the Court, or should the Judgment not become Final, the certification of the Class for settlement purposes will be deemed null and void; and the fact that Defendants were willing not to contest class certification as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified in a non-settlement context in the Action or any other action.

59. **Improper Use of Settlement.** Whether or not the Settlement becomes final, this Stipulation of Settlement, and all documents filed with the Court pursuant to this Agreement, are settlement documents and shall, pursuant to California Evidence Code section 1152 and Federal Rule of Evidence 408(a), be inadmissible in evidence for any purpose in this Action or in any other civil, criminal or administrative action or proceeding of any kind. The preceding sentence shall not apply to an action or proceeding to approve, interpret, or enforce this Stipulation of Settlement.

60. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties

and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

61. **Modification.** This Stipulation of Settlement may not be changed, altered, or modified, except in a writing signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

62. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement.

63. **No Tax Advice.** The Parties and their counsel make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel, or Defense Counsel in this regard. Plaintiff, Class Members and Class Counsel understand and agree that they shall be solely responsible for the payment of all applicable taxes and any penalties and interest assessed on the payments specified herein, other than those amounts to be withheld and paid by the Claims Administrator, and shall hold, as applicable, the Parties, Class Counsel, and/or Defense Counsel free and harmless from and against any claims resulting from the tax treatment of such payments

in this Agreement, including the treatment of such payments as not being subject to withholding or deduction for payroll and employment taxes.

64. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of each of the Parties.

65. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

66. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

67. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, with the assistance of an experienced mediator, after considering all relevant factors, current and potential.

68. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

69. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Class Counsel:

Shaun Setareh, Esq.
David Keledjian, Esq.
Setareh Law Group
9665 Wilshire Blvd., Ste. 430
Beverly Hills, CA 90212

To Defense Counsel:

Charles Powell IV, Esq.
Noah J. Woods, Esq.
Littler Mendelson, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101

70. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed

counterparts. Facsimile, PDF and electronic signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Agreement.

71. **No Assignments.** 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.

72. **Class Counsel Signatories.** It is agreed that, because the members of the Settlement Class are so numerous, it is impossible or impractical to have each such Class Member execute this Stipulation of Settlement. The Notice will advise all Class Members of the binding nature of the release, and such shall have the same force and effect as if this Stipulation of Settlement were executed by each Member of the Settlement Class.

DATED: 04/21/2022

Najee Slade

Plaintiff, NAJEE SLADE

DATED: 4/23/2022

DocuSigned by:
Ben Bodzy
08FB98949FA4408...

Defendant, GEODIS LOGISTICS, LLC

By: Ben Bodzy

DATED: 4/23/2022

DocuSigned by:
Ben Bodzy
08FB98949FA4408...

Defendant, GEODIS USA, LLC,

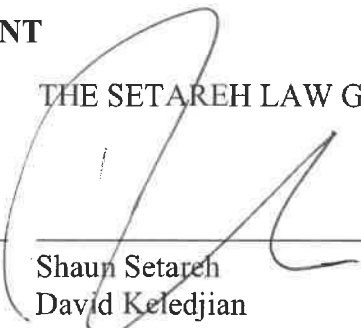
By: Ben Bodzy

APPROVED AS TO FORM AND CONTENT

DATED: _____

4/27/2022

THE SETAREH LAW GROUP


Shaun Setareh
David Keledjian
Counsel for Plaintiff

DATED: _____

April 26, 2022

LITTLER MENDELSON, P.C


Charles Powell IV, Esq.
Noah J. Woods, Esq.

Counsel for Defendants

**Verification Complete**

The document has been officially verified.

Job Status ✓ In Progress & Verified
Job Name GEODIS -- 2022 04-20 Stip. of Settlement FINAL
Sender Name Wendy Sarabia
Job Key 8BDEF952-E419-4DFC-8DAC-A9D038ED06A9

Recipient 1
 Najee Slade
 jee_slade@yahoo.com
 (703) 659-3682

IP Address
 172.33.3.246

Signature*Najee Slade*

Recipient 2
 Shaun Setareh
 shaun@setarehlaw.com
 (310) 746-7978

IP Address

-

Signature

Pending signature

Job History

Activity	Date & Time	Recipient	Activity Details
 Document Sent	04/22/2022 21:10 UTC	Shaun Setareh	Sent out via email to Shaun Setareh (shaun@setarehlaw.com)
 Document Sent	04/22/2022 21:10 UTC	Shaun Setareh	Sent out via text to Shaun Setareh ((310) 746-7978)
 Document Sent	04/21/2022 22:01 UTC	Shaun Setareh	Sent out via email to Shaun Setareh (shaun@setarehlaw.com)
 Document Sent	04/21/2022 22:01 UTC	Shaun Setareh	Sent out via text to Shaun Setareh ((310) 746-7978)
 Document Sent	04/21/2022 16:39 UTC	Shaun Setareh	Sent out via email to Shaun Setareh (shaun@setarehlaw.com)
 Document Sent	04/21/2022 16:39 UTC	Shaun Setareh	Sent out via text to Shaun Setareh ((310) 746-7978)
 Document Sent	04/21/2022 13:15 UTC	Shaun Setareh	Sent out via email to Shaun Setareh (shaun@setarehlaw.com)
 Document Sent	04/21/2022 13:15 UTC	Shaun Setareh	Sent out via text to Shaun Setareh ((310) 746-7978)
 Document Signed Matching Hash	04/21/2022 13:15 UTC	Najee Slade	Signed by Najee Slade ((703) 659-3682) Blockchain Block VW4j+rdFBxgc0BBmIPRm8JAOzDjkaj02fiDsQzmlkKQ= Document Hash 409D93FB9E5BF625B3DBCDF19C11A9910D688368861C86869D49D26C702AF71E Timestamp 04/21/2022 13:15 UTC
 Document Viewed	04/21/2022 12:53 UTC	Najee Slade	Viewed by Najee Slade ((703) 659-3682)

Activity	Date & Time	Recipient	Activity Details
 Document Sent	04/20/2022 20:49 UTC	Najee Slade	Sent out via email to Najee Slade (jee_slade@yahoo.com)
 Document Sent	04/20/2022 20:49 UTC	Najee Slade	Sent out via text to Najee Slade ((703) 659-3682)
 Job Created	04/20/2022 20:49 UTC		Created by Wendy Sarabia (wendy@setarehlaw.com)

EXHIBIT 1

**SLADE VS. GEODIS LOGISTICS, LLC
Santa Clara Superior Case No. 21CV387276**

A court authorized this notice. This is not a solicitation. You are not being sued.

**ATTN: «FirstName» «LastName»
«Address1»
«Address2»
«City», «Abbrev» «Zip»**

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY
\$«MERGED_EstSettAmnt_CALC»
THROUGH THIS CLASS ACTION
SETTLEMENT.**

NOTICE OF CLASS ACTION SETTLEMENT

If you were employed by Geodis Logistics, LLC and/or Geodis USA, LLC (“Defendants”) in California as a non-exempt employee or assigned to perform work at Defendants’ facilities in California as a temporary worker by third-party staffing company between April 17, 2019 and December 31, 2021, then you may get money from a class action settlement.

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
<u>You may:</u>	<u>What will happen:</u>
Do nothing	You will receive a payment from the Settlement. If you do nothing you will continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to bring your own lawsuit against Defendant for the Released Claims. To receive your settlement payment, all you need to do is to keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail the check to the address on file for you. The amount of payment you receive will be based on the number of weeks or pay periods you worked as detailed in this Notice. If you dispute your number of workweeks or pay periods, you may submit documents to support your claimed workweeks within the required timeframe to the Settlement Administrator. Defendant has approved the Settlement and will not retaliate against you for participating in the Settlement. See below.
Request to be excluded from the Settlement	You will not receive any payment. You will retain the right to file your own lawsuit for the same claims. See below.

Object to the terms of the Settlement	The court will consider your objection. If the court overrules your objection, you will still be bound by the terms of the Settlement. See below.
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I. What is the purpose of this Notice?

The purpose of this Notice is to let you know that a proposed settlement has been reached in the pending wage and hour lawsuit entitled *Slade vs. Geodis Logistics, LLC*, pending in Santa Clara County Superior Court as Case No. 21CV387276 (the “Lawsuit”). The Lawsuit was filed by Najee Slade, a former employee, on behalf of three subclasses: (1) all hourly non-exempt employees employed directly by Defendants in California during the time period January 1, 2021 and December 31, 2021 (“Employee Class Members”); (2) all temporary workers working for Defendants through third party agencies in California during the time period of June 1, 2020 and December 31, 2021 (“Temp. Worker Class Members”); and (3) all non-exempt employees employed directly by Defendants in California between April 17, 2019 and December 31, 2020, and all temporary workers working for Defendants through third party agencies in California between April 17, 2019 and May 31, 2020 (“2802 Class Members”)(collectively “Class Members”). Notably, it is possible that you may meet the qualifications for more than one of the above subclasses. The Lawsuit alleges that Defendants: (1) failed to provide meal periods and pay meal period premiums; (2) failed to provide rest periods and pay rest period premiums; (3) failed to pay wages for all time worked, including claims of failure to pay minimum wage and overtime; (4) failed to provide complete and accurate wage statements; (5) failed to timely pay all earned wages and final pay due at time of separation of employment; and (6) failure to reimburse for necessary business expenses; (7) committed unfair business practices and (8) and owe civil penalties under the California Labor Code Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”)) If you are receiving this letter, Defendants’ records indicate you may be a Class Member.

On _____, the Honorable Patricia M. Lucas, who is overseeing this class action, preliminarily approved the settlement and ordered that you be sent this Notice. The Court file contains the settlement documents with more information on the Lawsuit and may be viewed by visiting the court website at <https://portal.sccscourt.org/search> and entering the superior court case number.

II. Why does Plaintiff seek Settlement approval?

Plaintiff seeks approval of the Settlement because he has reached a proposed Settlement with Defendants that the Parties believe to be fair, reasonable, adequate, and in the best interests of the Class Members and all parties that resolves the uncertainties in this case. Please note that the Court has not given its final approval of the settlement yet, but directed only that you should get a copy of this Notice so that you can review the Settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself.

III. What is Defendants’ position on Settlement?

Defendants deny the allegations in this Lawsuit and that they engaged in any wrongdoing. Defendants assert that they complied with all legal requirements, but view the Settlement as a compromise, to which they have agreed in order to avoid the burden and expense of continued

litigation. Thus, Defendants reserve the right to object to all claims if the Settlement fails for any reason.

IV. Why did I get this Notice?

You received this Notice because Defendants' records identify you as a member of the class. You may get money from the settlement if you were employed by Geodis Logistics, LLC and/or Geodis USA, LLC ("Defendants") in California as a non-exempt employee or assigned to perform work at Defendants' facilities in California as a temporary worker by third-party staffing company between April 17, 2019 and December 31, 2021 (the "Class Period"). Specifically, the "Settlement Class" is defined as follows:

- A. All hourly non-exempt employees employed directly by Defendants in California during the time period January 1, 2021 through December 31, 2021 ("Employee Class Members");
- B. All temporary workers working for Defendants through third party agencies in California during the time period of June 1, 2020 through December 31, 2021 ("Temp. Worker Class Members"); and
- C. All non-exempt employees employed directly by Defendants in California between April 17, 2019 and December 31, 2020, and all temporary workers working for Defendants through third party agencies in California between April 17, 2019 and May 31, 2020 ("2802 Class Members")

V. How much will my payment be?

Your **estimated** share of the settlement is shown above and is based on the number of weeks you worked for Defendants as a non-exempt employee or assigned to perform work at Defendants' facilities in California as a temporary worker by third-party staffing company during the relevant time period. Based on Defendant's records, the number of weeks you worked is determined to be:

- A. Workweeks worked while employed directly by Defendants as a non-exempt employee in California during the time period January 1, 2021 through December 31, 2021: **\$«Workweeks»**.
- B. Workweeks worked as a temporary worker while working for Defendants through third party agencies in California during the time period of June 1, 2020 through December 31, 2021: **\$«Workweeks»**.
- C. Pay periods worked while employed directly by Defendants as a non-exempt employee in California between April 17, 2019 and December 31, 2020, or as a temporary worker working for Defendants through third party agencies in California between April 17, 2019 and May 31, 2020: **\$«Workweeks»**.

VI. Who are the parties in this class action?

This lawsuit was filed against Defendants. Plaintiff is a former non-exempt employee of one or both of the Defendants. Plaintiff brought the action on behalf of himself and other non-

exempt employees and/or temporary workers assigned to perform work at Defendants' facilities in California by third-party staffing company between April 17, 2019 and December 31, 2021. The Parties are now settling the Lawsuit.

VII. Who are the attorneys for the parties?

<u>Counsel for Plaintiffs:</u> Shaun Setareh, Esq. Email: shaun@setarehlaw.com David Keledjian, Esq. Email: david@setarehlaw.com Setareh Law Group 9665 Wilshire Blvd., Ste. 430 Beverly Hills, CA 90212	<u>Counsel for Defendant:</u> Noah J. Woods, Esq. E-Mail: nwoods@littler.com LITTLER MENDELSON, P.C. 501 W. Broadway, Suite 900 San Diego, CA 92101 Charles A. Powell IV, Esq. E-Mail: cpowell@littler.com LITTLER MENDELSON, P.C. 420 20 th Street North, Suite 2300 Birmingham, AL 35203
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Please note that the parties have agreed that Setareh Law Group is qualified to represent you and all the Class Members. This law firm is referred to as "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

VIII. What is the proposed settlement?

Defendants have agreed to pay a maximum settlement amount of up to Eight-Hundred Eighty-Seven Thousand Three-Hundred Sixty Dollars and Zero Cents (\$887,360.00) ("Gross Settlement Amount"). This sum includes the following: (1) fees for Settlement Administration, which is anticipated to be no more than Sixty Thousand Dollars and Zero Cents (\$60,000.00); (2) A Service Enhancement Payment of Ten Thousand Dollars and No Cents (\$10,000.00) to Plaintiff for the initiation of the lawsuit, prosecution and risks undertaken for costs in the event the case was unsuccessful, to be approved by the Court; (3) the PAGA Payment of Fifty Thousand Dollars and Zero Cents (\$50,000.00), 75% of which will be paid to the California Labor & Workforce Development Agency; and (4) Plaintiffs' attorneys' fees in an amount of up to Two Hundred Ninety-Five Thousand Seven Hundred Eighty-Six Dollars and Sixty-Six Cents (\$295,786.66) and actual litigation costs of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), as approved by the Court.

The following is a summary of the settlement provisions. The specific and complete terms of the proposed settlement are stated in the Class Action Settlement Agreement and Stipulation between Plaintiff and Defendant (“Settlement Agreement”), a copy of which is filed with the Clerk of the Court.

IX. Settlement Payment.

Defendant has agreed to pay all Class Members who do not submit a written Request for Exclusion to the Settlement Administrator in accordance with the terms of the Settlement Agreement (“Opt-Out”), after Final Approval of the Settlement by the Court. These individual settlement payments will be distributed to each Class Member approximately ninety (90) calendar days after the date the settlement is finally approved by the Court.

After the deduction of the Court-approved expenses from the maximum settlement amount, the remaining sum (“Net Settlement Amount”) will be available to pay the shares of each Class Member of the Settlement Class who does not Opt-Out (“Settlement Class Member”). Each Settlement Class Member will receive a share of the Net Settlement Amount that is based on the total number of weeks and/or pay periods the individual Class Member worked from April 17, 2019 through December 31, 2021, as a non-exempt employee of Defendant or temporary worker assigned to work at Defendants’ facilities in California as set forth with greater specificity in Section V above.

The Individual Settlement Payment paid to each Settlement Class Member will be allocated as follows: one-third will be attributed to wages and will be reported as such on an IRS Form W-2 from which payroll withholding taxes and contributions shall be taken; one-third will be attributed to interest and will be reported on an IRS Form 1099; and one-third will be attributed to penalties and will be reported on an IRS Form 1099. The parties agree that all Settlement Class Members who receive any payment pursuant to the settlement will be responsible for any and all tax obligations associated with such receipt. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive.**

X. What are my rights with regard to this matter?

A. Option One: You May Do Nothing.

If you do nothing, you will receive a Settlement Payment based on the information contained in this Notice, you will be bound by the Settlement, and you will be barred from separately pursuing the claims released by the Settlement Agreement against the Released Parties.

B. Option Two: Dispute Workweek Information Contained in this Notice

If you believe the workweek or pay period information contained in this Notice is incorrect, you **must** submit a signed statement challenging the number of workweeks or pay periods and any supporting documentation to the Settlement Administrator, Simpluris, at the address provided below or by fax.

Your statement challenging the number of weeks or pay periods you worked shall include: (1) your full legal name and signature (and former names, if any); (2) your current address; (3) the last four digits of your Social Security Number; (2) a clear and unambiguous statement indicating that you dispute the number of workweeks or pay periods credited to you, and the number of weeks or pay periods you contend you worked during the Class Period from April 17, 2019 through December 31, 2021; (3) any documents supporting your claimed workweeks; and (4) the name of the case and case number, *Slade vs. Geodis Logistics, LLC.*, Santa Clara Superior Case No. 21CV387276. Your challenge to the number of workweeks **must be post-marked or faxed to the Settlement Administrator on or before** [REDACTED] (“Response Deadline”). The date of the postmark on the return mailing envelope or fax stamp shall be the exclusive means used to determine whether your challenge was timely submitted.

The Settlement Administrator will evaluate the information and documents you submit and, after reviewing Defendant’s records, will attempt to informally resolve the dispute as to your correct number of workweeks. Unresolved disputes will be decided by the Settlement Administrator, subject to final approval by the Court. Absent evidence rebutting Defendant’s records, Defendant’s records shall be determinative. If you dispute the number of workweeks, you may also consult with Plaintiff’s Attorneys about your disputed claim.

C. Option Three: You May Exclude Yourself (“Opt-Out”) From the Settlement Agreement.

If you do not wish to participate in or be bound by the Settlement Agreement, you must submit to the Claims Administrator a written signed statement expressing your desire to be excluded from the Settlement (“Request for Exclusion”).

Any Request for Exclusion shall include: (1) your full legal name and signature (and former names, if any); (2) your current address; (3) the last four digits of your Social Security number; (4) a signed statement that describes your wish to be excluded from the *Slade vs. Geodis Logistics, LLC.* Settlement.

Any Request for Exclusion must be postmarked or fax stamped by [REDACTED] and returned to the Settlement Administrator at the specified address or fax telephone number listed in this Notice. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted.

Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely written Request for Exclusion on or before [REDACTED] will be bound by all terms of the Settlement Agreement and any final judgment entered in this Action if the Settlement Agreement is approved by the Court.

D. Option Four: You May Object to the Settlement.

If you are a Class Member and you do not Opt-Out of the Settlement, you may object to the Settlement before Final Approval of the Settlement by the Court. If you choose to object to the Settlement, you may enter an appearance by yourself or through an attorney that you hire and pay for yourself. In order to object to the Settlement, or any portion of it, you may also submit a signed written statement to the Settlement Administrator which includes: (1) your full legal name (and former names, if any); (2) your current home address; (3) the last four digits of your social security number; (4) the arguments supporting the objection to the Settlement reached in *Slade vs. Geodis Logistics, LLC.*, Santa Clara Superior Case No. 21CV387276, including any evidence you wish to provide which supports those arguments.

You must send such written objection on or before [REDACTED] to the Settlement Administrator, in order to be considered by the Court. The date of the postmark on the return mailing envelope or fax stamp on objection shall be the exclusive means used to determine whether the objection was timely submitted. Any Class Member who submits a Request for Exclusion will not have the right to object to the Settlement.

XI. How much money will I get if I do not submit a Request for Exclusion?

The estimated gross share you will receive under the Settlement if you are a Settlement Class Member is preprinted on the first page of this Notice. The actual amount you receive may be higher or lower than this amount.

Defendant has agreed to pay a maximum settlement amount of up to Eight-Hundred Eighty-Seven Thousand Three-Hundred Sixty Dollars and Zero Cents (\$887,360.00) (“Gross Settlement Amount”) to settle the Lawsuit. The amount you receive depends on the number of workweeks and/or pay periods you worked during the Class Period in one or more of the three subclasses set forth in Section V above.

Specifically, 2802 Class Members will receive \$1.00 per pay period for each pay period during which the 2802 Class Member worked during the 2802 Class Period. Additionally, payments to Temp. Worker Class Members and Employee Class Members will be calculated by dividing the remainder of the Net Settlement Amount by the total number of qualifying weeks worked by non-exempt employees of Defendant in California during the time period January 1, 2021 through December 31, 2021 and/or the total number of qualifying weeks worked as a temporary worker while working for Defendants through third party agencies in California during the time period of June 1, 2020 through December 31, 2021.

You will have 180 days to cash your check. Thereafter, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the benefit of those Class Members who did not cash their checks until such time that they claim their property.

XII. What is the effect of the settlement on my rights?

Upon the Effective Date, the claims released by the Settlement Class Members and Plaintiff will include all claims pleaded in the operative First Amended Complaint filed in the Lawsuit that are related to the facts and/or claims alleged therein, for work performed during the Settlement Class Period, including the following:

(a) all wage and hour claims that were alleged or could have been alleged based on the same facts in the Actions and the First Amended Complaint to be filed by Slade in the Actions including claims for failure to pay minimum wage, failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to provide complete and accurate wage statements, failure to timely pay all earned wages, waiting time penalties, failure to reimburse business expenses, unfair business practices, and violations of the California Private Attorneys General Act of 2004 predicated on the same facts and/or claims alleged in the Actions, as well as claims for penalties under the Private Attorneys General Act, based on such facts and claims.

(b) In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under the Fair Labor Standards Act (“FLSA”) that could have been pleaded in the Action, based on the claims or facts alleged in the Complaint. The Settlement Administrator shall include a legend on the settlement check stating “By cashing this check, I am opting into the settlement in *Slade vs. Geodis Logistics, LLC.*, Santa Clara Superior Case No. 21CV387276, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement.”

Upon the Effective Date, Plaintiff and the Settlement Class Members shall be deemed to have fully, finally and forever released, relinquished and discharged the Releasees from all claims arising during the PAGA Period seeking civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., that Plaintiff in his capacity as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of himself and the PAGA Employees, asserted or could reasonably have asserted based on the facts alleged in the Action, the LWDA letter, and/or the Amended LWDA letter, including but not limited to all such claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 210, 212, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 354, 408, 510, 512, 553, 558, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2698 and 2699, et seq., as alleged in the Complaint) and the wage orders of the California Industrial Welfare Commission and any other Labor Code section or Wage Order based on the facts alleged in the Action. Collectively, these claims shall be referred to as the “PAGA Released Claims.” This release shall release all PAGA Released Claims by or on behalf of Plaintiff and all PAGA Employees through the end of the PAGA Period and for the entire PAGA Period regardless of whether Plaintiff and/or a PAGA Employee negotiates their/his/her settlement checks sent pursuant to this Settlement and regardless of whether any such PAGA Employee opts out and excludes himself or herself from the Settlement. PAGA employees shall have no right to object to the PAGA Release, the PAGA Settlement Amount or the PAGA Shares.

XIII. What is a “Class Representative Incentive Award”?

In class actions such as this one, a court may provide a plaintiff with a “service enhancement payment” in recognition of the time, effort, and risks the plaintiff took to prosecute the class action and plaintiff’s execution of a general release of all claims. Here, Plaintiff will request that the

Court approve a Class Representative Incentive Award of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, which will be deducted from the Gross Settlement Amount if approved by the Court.

XIV. Why does the Labor & Workforce Development Agency receive any money?

The Private Attorneys General Act (PAGA) allows private citizens to step into the State's shoes and recover civil penalties for alleged violations of California's Labor Code. According to the law, seventy-five (75%) percent of any such recovery must be given to the State. In the present case, the Settlement provides that \$37,500.00 be paid to the California State Labor & Workforce Development Agency as its share of the penalties recovered in this case. The remaining \$12,500.00 will be paid to Settlement Class Members as part of the Net Settlement Amount. If the Court awards less than this amount, the difference will be made available for distribution to Settlement Class Members as part of the Net Settlement Amount.

XV. How much will the attorneys for Plaintiffs get?

Class Counsel and Plaintiffs will seek approval from the Court for payment of attorneys' fees in an amount up to 33.33% of the Gross Settlement Amount or Two-Hundred Ninety-Five Thousand Seven-Hundred Eighty-Six Dollars and Sixty-Six Cents (\$295,786.66), plus costs not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). These amounts, if approved by the Court, will be deducted from the Gross Settlement Amount. If the Court awards less than this amount, the difference will be made available for distribution to Settlement Class Members as part of the Net Settlement Amount.

XVI. Who is the Settlement Administrator?

The Settlement Administrator is an independent third party appointed by the Court to send this notice, process and issue Individual Settlement Checks, and otherwise administer the settlement. It is estimated that it will cost approximately Sixty Thousand Dollars and Zero Cents (\$60,000.00) for the Settlement Administrator to fully administer the settlement. The Court has approved Simpluris to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide your updated contact information, make corrections regarding your employment information at the Company as detailed above, or ask questions regarding the processing of settlement payments. **It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.** You may contact the Settlement Administrator at:

Slade vs. Geodis Logistics, LLC et al.. Settlement Administrator
c/o _____

FAX NUMBER: _____

PHONE: _____

EMAIL: _____

XVII. When will the Court consider whether to finally approve the Settlement?

The Court will hold a Final Approval/Settlement Fairness Hearing in Department 3 of the Santa Clara County Superior Court, located 312 North 161 North First Street San Jose, CA 95113 on [REDACTED], to decide whether to finally approve the settlement as fair, reasonable, and adequate. At that time, the Court also will be asked to approve Plaintiffs' request for attorneys' fees and reimbursement of costs, and the Class Representative Incentive Award. The hearing may be postponed without further notice to the Class. The Court may also adjourn or continue the hearing from time to time, without further notification. Class Members may visit the Settlement Administrator's website at <https://www.simpluris.com/case-information> to stay up to date regarding any changes in the time, date and location of the hearing.

Class Members who choose to appear at the hearing must comply with the Court's face covering and social distancing procedures which require all persons entering any courthouse or courtroom to wear a face covering/mask over his or her nose and mouth at all times within public areas of the courthouse or courtroom. Face coverings shall also include face shields that cover both the nose and the mouth. Refusal to wear a face covering/mask may result in removal from the courthouse or courtroom. Additionally, individuals are required to maintain at least (6) six feet of physical distance from all persons (except those within their household) at all times and comply with social distancing signage throughout the courthouse. Finally, individuals should use hand sanitizer when entering the courthouse, practice good hand-washing hygiene, and cover coughs and sneezes, preferably with a tissue. More information regarding the Court's face covering and social distancing procedures can be found on the Court's website at <https://portal.sccscourt.org/search> and entering the superior court case number.

It is not necessary for you to appear at this hearing unless you intend to appear with the Court to object to the Settlement, the Attorney Fees and Costs, or the Service Enhancement Payments requested. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution. Defendant shall retain the right to challenge all claims and allegations in the litigation, including the right to assert all applicable defenses, and conditional certification of the class for purposes of Settlement shall be deemed withdrawn.

Once final approval is granted by the Court, the Court will enter judgment approving the settlement and all Class Members who have not requested exclusion will be deemed to have waived the Released Claims as set forth above.

Questions? You can contact the Settlement Administrator or Plaintiff's Attorneys at the numbers listed above. Additionally, you may also get more details by examining the documents in the Court's file at <http://www.lacourt.org/> and entering the Case No. BC667909.

PLEASE DO NOT TELEPHONE THE COURT REGARDING THE SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS. THE COURT WILL NOT RESPOND TO ANY COMMUNICATIONS FROM CLASS MEMBERS.