

## **PAGA SETTLEMENT AGREEMENT**

This PAGA Settlement Agreement is made by and between Plaintiff Janice Gilmore (“Plaintiff”), on behalf of herself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members and Safe Box Logistics, Inc. on behalf of itself and all of its current and former owners, parents, subsidiaries, members, representatives, agents, insurers, officers, directors, and employees (referred to collectively herein as “Safe Box”) (Plaintiff and Safe Box are collectively referred herein as, the “Parties”, and individually as a “Party”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), upon and subject to the following terms and conditions.

### **I. DEFINITIONS**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the civil action titled Janice Gilmore v. Safe Box Logistics, Inc., et al, and Does 1 through 50, inclusive, pending before the United States District Court, Northern District of California, No. 3:21-cv-06917. “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- B. “Complaint” means the Complaint filed by Plaintiff on August 5, 2021, in the Action, and all amendments thereto.
- C. “Court” means the United States District Court, Northern District of California.
- D. “Covered Period” means the period of time from August 3, 2020 to December 1, 2023 or the Effective Date, whichever is earlier.
- E. “Effective Date” means the date the Court’s Final Approval Order becomes Final.
- F. “Safe Box’s Counsel” means Shauna N. Correia, Esq. of Weintraub Tobin Chediak Coleman Grodin law corporation.
- G. “Judgment” means the Order Granting Approval of Settlement and Entering Final Judgment entered by the Court in substantially the same form evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.
- H. “LWDA” means the California Labor and Workforce Development Agency.
- I. “LWDA Payment” means the portion of the payment from the Total Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- J. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to PAGA Settlement Group Members and the LWDA Payment after deduction for (i) the Plaintiff’s Counsel Fees and Expenses Payment, and (ii) the Settlement Administrator’s fees and expenses. If any Settlement Share check is not timely cashed by a PAGA

Settlement Group Member, that share will be sent to the California State Controllers' Office Unclaimed Property Fund in the name of the PAGA Settlement Group Member.

- K. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- L. "PAGA Notice" means a notice of proposed settlement pursuant to PAGA, substantially in the form evidenced by Exhibit B to this Agreement.
- M. "PAGA Settlement Group Members" means, based upon Safe Box's representation to Plaintiff, the approximately two hundred fifty-five (255) current and former aggrieved employees of Safe Box in California during the Covered Period who worked one or more pay periods, but excluding employees who individually settled their claims with a full general release.
- N. "Plaintiff's Counsel" means Shaun Setareh, Esq. and William M. Pao, Esq., of Setareh Law Group.
- O. "Released Parties" means Safe Box, FedEx Ground Package System, Inc. ("FedEx Ground") and each of their past, present, and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, attorneys, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, co-employers, payroll service providers, staffing agencies, Professional Employer Organizations, Administrative Service Organizations, insurers, related corporations, or privies, both individually and collectively, any other individual or entity that could be jointly liable with Safe Box and FedEx Ground, whether previously or hereafter affiliated in any manner, and the respective predecessors, successors, and assigns of all the foregoing.
- P. "Settlement" means the Parties' agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.
- Q. "Settlement Administrator" means the administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- R. "Settlement Share" means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- S. "Total Settlement Amount" means the total amount to be paid by Safe Box as provided by this Agreement. The Total Settlement Amount is Thirty-Three Thousand Six Hundred Dollars and no Cents (\$33,600.00). The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members,

(ii) the LWDA Payment, (iii) the Plaintiff's Counsel Fees and Expenses Payment, and (iv) the Settlement Administrator's fees and expenses.

## **II. FACTUAL BACKGROUND**

- A. On August 3, 2021, Plaintiff served a letter on the LWDA and Safe Box in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged violations by Safe Box of California Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2698, 2699.3, and 2699.5, for alleged failures to properly pay and reimburse employees. The LWDA declined to investigate the alleged violations, and Plaintiff initiated this Action.
- B. On August 5, 2021, Plaintiff commenced the Action. In the Action, Plaintiff sought penalties under PAGA on behalf of herself and the PAGA Settlement Group Members and a putative class for the alleged violations of California's Labor Code.
- C. Prior to mediation, Safe Box supplied Plaintiff with employee and payroll data, policies, and evidence of employee expense reimbursements, which Plaintiff's Counsel reviewed and analyzed.
- D. On September 22, 2023, the Parties participated in a mediation presided over by Michael J. Loeb, Esq. During the mediation, each side, represented by its respective counsel, recognized the disadvantages of continuing to litigate the Action and agreed to settle the Action, pursuant to the terms of this Agreement.
- E. This Agreement represents a compromise and settlement of disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Safe Box that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that Safe Box's defenses in the Action have merit.

## **III. SETTLEMENT TERMS AND CONDITIONS**

- A. **Non-Admission.** Nothing in this Settlement nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Safe Box or FedEx Ground of any liability or wrongdoing as to Plaintiff, PAGA Settlement Group Members, or any other person. Safe Box and FedEx Ground specifically disclaim any such liability or wrongdoing. Safe Box and FedEx Ground deny the allegations in the Action and specifically deny that they have committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. Furthermore, FedEx Ground expressly denies that it employed, jointly or otherwise, Plaintiff or any of the PAGA Settlement Group Members at any time. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience,

expenses, and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

- B. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement and court approval, the Total Settlement Amount is Thirty-Three Thousand Six Hundred Dollars (\$33,600.00). The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Plaintiff's Counsel Fees and Expenses Payment, and (iv) the Settlement Administrator's fees and expenses. The settlement is non-reversionary, such that the entire Gross Settlement Amount will be disbursed. Provided that the Court has granted approval, the settlement payment shall be due from Safe Box to the Settlement Administrator within thirty (30) days after the Effective Date ("Disbursement date"). For the avoidance of doubt, all funds for attorney's fees and costs, as well as administration costs, shall be paid from the Total Settlement Amount. Neither Safe Box nor FedEx Ground shall be responsible for any amounts in excess of the Total Settlement Amount, except for payment by Safe Box of employer-side payroll taxes on the portion of settlement payments attributed to wages, which Safe Box will remit to the Settlement Administrator for remission to the appropriate taxing authorities. As a condition present to release of the Plaintiff's Counsel Fees and Expenses Payment, Plaintiff's counsel shall provide to the Settlement Administrator and Safe Box a current IRS Form W9 within five (5) calendar days after execution of this Agreement.
- C. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Total Settlement Amount, if approved by the Court, resulting in a "Net Settlement Amount" to distribute to the LWDA and PAGA Settlement Group Members: (1) Payment to Settlement Administrator; and (2) Payment to Plaintiff's Counsel. The Parties anticipate that the Net Settlement Amount shall total at least \$10,346.65 with seventy-five percent (75%) paid to the LWDA and twenty-five percent (25%) to be allocated and distributed pro rata to the PAGA Settlement Group Members based on the number of actual workweeks worked by each member during the Covered Period.
- D. **Payments to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its actual reasonable fees and expenses as approved by the Court, and not to exceed Five Thousand Dollars and no Cents (\$5,000.00).
- E. **Payments to LWDA.** The Settlement Administrator shall pay to the LWDA seventy-five percent (75%) of the Net Settlement Amount.
- F. **Payment to Plaintiff's Counsel.** Safe Box will not oppose Plaintiff's Counsel's request for a Fees and Expenses Payment in the total, maximum amount of Fourteen Thousand Five Hundred Thirty-Three Dollars and Thirty-Three Cents (\$14,533.33) for attorneys' fees. Safe Box will not oppose Plaintiff's counsel's request for actual expenses up to Three Thousand Seven Hundred Twenty Dollars and Two Cents (\$3,720.02) subject to actual proof submitted to the Court. The Settlement

Administrator will issue to Plaintiff's Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.

- G. **Settlement Share to PAGA Settlement Group Members.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to the PAGA Settlement Group Members in proportion to the number of workweeks worked for Safe Box during the Covered Period in comparison to the total number of workweeks worked by all PAGA Settlement Group Members. A Form 1099 will be issued to each Settlement Group Member for his/her Settlement Share because the Action sought civil penalties.
- H. **PAGA Settlement Group Members' Workweeks.** As of September 22, 2023, the total number of PAGA Settlement Group Members was estimated to be 255 with approximately 4,854 collective workweeks for the time period beginning August 3, 2020 and ending December 1, 2023. If, at the time the Court approves this Settlement, the total number of PAGA Settlement Group Members increases by more than ten percent (10%) of the total of 255 estimated as of September 22, 2023, or more than 25, then either (i) the Total Settlement Amount shall be adjusted and increased by Safe Box on a proportionate basis using the "Per Workweek Settlement Value", which shall be calculated using 5,339 workweeks (*i.e.*, 10% more than the total estimated 4,854 workweeks) as the numerator and the Net Settlement Amount as the denominator, or (ii) alternatively, at Safe Box's election, the Covered Period may be ended earlier than December 1, 2023 or the Effective Date so that the per workweek settlement payments to the PAGA Settlement Group Members is no less than the Per Workweek Settlement Value. For the avoidance of doubt, if the total number of PAGA Settlement Group Members is more than 280, then the adjusted increase of the Total Settlement Amount or adjustment of the end of the Covered Period would be based on the amount of PAGA Settlement Group Members greater than 280.
- I. **Appointment of Settlement Administrator.** Plaintiff's counsel shall select an acceptable, reputable third-party Settlement Administrator to resolve disputes in connection with the calculation of Settlement Shares in accordance with the Settlement; distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet to the PAGA Settlement Group Members; conducting a National Change of Address search and using Accurant and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a PAGA Settlement Group Member's Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's

reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Total Settlement Amount as noted in section III.D herein.

**J. Procedure for Approving Settlement.**

**1. Motion for an Order Approving the Settlement.**

- a. The Parties will cooperate in seeking approval of the Settlement, including Plaintiff's filing a Motion for an Order Approving the Settlement Agreement (the "Motion").
- b. Pursuant to PAGA, on the date the Parties file the Motion, Plaintiff will submit to the LWDA the PAGA Notice substantially evidenced by **Exhibit B** to this Agreement, enclosing this Agreement. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA.
- c. At the hearing on the Motion, the Parties will jointly appear, support the granting of the motion, and submit an order granting the motion in the form evidenced by **Exhibit A** to this Agreement.
- d. Should the Court decline to approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, or declines to issue the Order in a form approved by the Parties (except for the amount of attorney's fees or costs requested), the Parties will meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. If no agreement can be reached, or Court approval cannot be obtained in spite of the Parties' reasonable efforts, or the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) the Settlement will be null and void and the Parties will have no further obligations under it, (ii) neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Invalidation of any material portion of the Settlement, shall invalidate the Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. However, an award by the Court of lesser amounts than sought for the Counsel Fees and Expenses Payment or the Settlement Administrator's Fees will not be considered a material change to the Settlement. The Parties agree to return to mediation

to attempt to resolve issues that resulted in the Court's failure to approve.

2. **No Right to Opt Out or Object.** The Parties agree there is no statutory right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court. The Parties further agree that a PAGA Settlement Group Member's recovery under this Settlement does not act to preclude claims not encompassed within the release of claims in Section III.K. This Agreement shall not be subject to collateral attack by any PAGA Settlement Group Member. Such prohibited collateral attack shall include, but not be limited to, claims that the PAGA Settlement Group Member failed, for any reason, to timely receive his or her Individual Settlement Payment.
3. **Notice to PAGA Settlement Group Members.** After the Court enters its order granting the Motion, every PAGA Settlement Group Member will be provided with the Notice and a check for their Settlement Share.
  - a. Within thirty (30) days after the Effective Date, Safe Box will pay the Total Settlement Amount to the Settlement Administrator via wire transfer. Safe Box shall provide, within 14 calendar days after the Court approves the Settlement, a list of PAGA Settlement Group Members to the Settlement Administrator along with, to the extent known, their last known addresses, Social Security numbers, telephone numbers, employment start and end dates, and the number of workweeks worked during the Covered Period. The Settlement Administrator shall keep this information confidential and not disclose it to Plaintiff's Counsel or any third parties. If any or all of the PAGA Settlement Group Members' data are unavailable to Safe Box, Safe Box will use best efforts to deduce or reconstruct its data prior to when it must be submitted to the Settlement Administrator.
  - b. Within five (5) calendar days after receiving the Total Settlement Amount and PAGA Settlement Group Members' data from Safe Box, the Settlement Administrator will send a Notice and a check for their Settlement Share to each PAGA Settlement Group Member. The Settlement Administrator shall use reasonable steps to update PAGA Settlement Group Members' address. The reasonable steps shall include, but are not limited to, skip tracing and use of the NCOA database. The Settlement Administrator will mail this information to all identified PAGA Settlement Group Members, using the mailing address information provided by Safe Box, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. In the event of returned or non-deliverable notices,

the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the notices.

- c. If a Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than ten (10) days from receipt of the returned packet, search for a more current address for the PAGA Settlement Group Member using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the Notice Packet to the PAGA Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group Members' data and otherwise work with Safe Box to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiff's Counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found.
4. **Submission of Judgment.** Plaintiff shall submit a copy of the Judgment in this Action and a copy of any other order providing for or denying an award of civil penalties within ten (10) calendar days after entry of the Judgment and/or order, in compliance with Section 2699(1)(3) of the California Labor Code. The Judgment will be made available to the LWDA and Aggrieved Employees through the Settlement Administrator's website for a period of one (1) year following entry of judgment.
5. **Waiver of Right to Appeal.** Provided that the Court's order approving the Settlement and the Judgment thereon is consistent with the material terms of this Agreement, Plaintiff, Safe Box, and their respective counsel hereby waive any and all rights to appeal from that order or Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiff or Plaintiff's Counsel from appealing from a refusal by the Court to award the Plaintiff's Counsel attorneys' fees and/or costs sought by them. If an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

6. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change 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 Safe Box will have the 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 thirty (30) calendar days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Representative Plaintiff's Payment (if any) and/or Plaintiff's attorneys' fees and/or costs will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph, although Plaintiff or Plaintiff's Counsel have the right to appeal from any refusal by the Court to award the Plaintiff's Counsel attorneys' fees and/or costs sought by them.
7. **Timing of Settlement Payments.** Within ten (10) calendar days after the Court Order is signed approving the Settlement, the Settlement Administrator will provide Safe Box with wire transfer information. Safe Box will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer within the times provided as set forth at Section III.B. Within five (5) calendar days after receiving the payment of the Total Settlement Amount from Safe Box, the Settlement Administrator will make the payments to the LWDA, Plaintiff's counsel for fees and costs, and the Payment to Settlement Administrator.
8. **Uncashed Settlement Share Checks.** A PAGA Settlement Group Member must receive or cash his or her Settlement Share payment or check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at his or her correct address. If any PAGA Settlement Group Member's Settlement Share check is not cashed within one hundred twenty (120) calendar days after its last mailing to the PAGA Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group Member a letter or postcard informing him or her that unless the check is cashed in the next sixty (60) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a PAGA Settlement Group Member fails to cash the check for his or her Settlement Share within one hundred eighty days (180) calendar days after it is mailed to him or her, the funds shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in the Settlement Group Member's name.

**K. Release and Waiver of Claims.**

1. **PAGA Settlement Group Members.** As of the date the Settlement becomes Final, Plaintiff, acting on behalf of the State of California, and all PAGA Settlement Group Members, releases the Released Parties from any and all claims and causes of action for penalties recoverable under PAGA whether known or unknown, that were pleaded in Plaintiff's Complaint or that could have been pleaded on the facts as alleged in the Complaint and Plaintiff's PAGA notice to the LWDA, arising during the Covered Period, including, but not limited to, claims under PAGA, Labor Code sections 201, 202, 203, 204, 218.6, 223, 226, 226.3, 226.7, 510, 512, 1021.5, 1194, 1194.2, 1197, 1197.1, 1198, 2810.3, 2802, 1997.1, 2698, 2699.3, and 2699.5, California Business and Professions Code section 17200, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorney's fees and costs (the "PAGA Released Claims").
2. **Waiver of Rights under California Civil Code Section 1542.** The PAGA Released Claims include all such respective claims under PAGA only, whether known or unknown by the releasing party. Therefore, with respect only to those respective PAGA Released Claims, Plaintiff and the PAGA Settlement Group Members expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

**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.**

With respect to the PAGA Released Claims, the scope of the waiver of rights and benefits under section 1542 of the California Civil Code is in no way intended by the Parties to extend to any claims beyond the PAGA Released Claims; rather, this waiver is intended to apply only to the PAGA Released Claims.

- L. **No Effect on Other Benefits.** The payment to PAGA Settlement Group Members will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or the PAGA Settlement Group Members, and they will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

M. **Confidentiality Preceding Approval.** Prior to filing of the Motion for Settlement Approval, Plaintiff will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, the LWDA and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Settlement Approval, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Safe Box may rescind the Settlement, rendering it null and void. Plaintiff further agrees that she will instruct her attorneys not to disclose the terms of this Agreement other than as necessary in connection with the motion to approve the settlement. This section does not bar Plaintiff's Counsel from carrying out their duties as counsel to Representative Plaintiff for the LWDA.

N. **Miscellaneous Terms.**

1. **No Admission of Liability.**

- a. Safe Box and FedEx Ground deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. Safe Box and FedEx Ground contend, among other things, that they have complied at all times with the California Labor Code, the related California Wage Orders, and the California Business & Professions Code, all other state and federal wage laws, and Safe Box further contends that all of its respective employees were duly reimbursed for all business expenses as required by law, that it paid all PAGA Settlement Group Members for all hours of work, and that all non-exempt PAGA Settlement Group Members received meal and rest breaks in accordance with law. Further, Safe Box contends that it timely issued accurate itemized wage statements properly to each and every employee and that the Action is without merit. Safe Box and FedEx Ground have denied and continue to deny each and every material factual allegation and alleged claim asserted against them in the Action and deny and continue to deny that either Plaintiff, PAGA Settlement Group Members, or any other alleged aggrieved employee of Safe Box has been harmed by the Safe Box's policies and practices, and deny that any violations that could have occurred was knowing, intentional, deliberate, or otherwise purposeful, and that Safe Box and FedEx Ground are or can be held liable under any provision of the Labor Code for any penalties associated with such inadvertent act or omission. Furthermore, FedEx Ground expressly denies that it employed, jointly or otherwise, Plaintiff or any of the PAGA Settlement Group Members at any time.

- b. The Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have considered the risk and uncertainty of the outcome inherent in any litigation.
- c. Plaintiff and Plaintiff's Counsel contend that they have diligently pursued an investigation of the PAGA Settlement Group Members' claims against Safe Box and FedEx Ground.
- d. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate and is in the best interests of the Plaintiff, the PAGA Settlement Group Members, Safe Box, and FedEx Ground in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, Plaintiff's Counsel believes that the settlement amount entered into is in the best interests of the PAGA Settlement Group Members and that the settlement for each PAGA Settlement Group Member is fair, reasonable, and adequate, given the inherent risk of litigation.
- e. This Agreement is entered into solely for the purpose of compromising disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Safe Box or FedEx Ground, or an admission by Plaintiff that any of her claims were non-meritorious or any defense asserted by Safe Box or FedEx Ground were meritorious. This Settlement and the fact that Plaintiff and Safe Box 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).
- f. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Safe Box or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except

for purposes of effectuating the Settlement pursuant to this Agreement.

- g. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

- 2. **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.
- 3. **Attorney Authorization.** Plaintiff's Counsel and Safe Box's Counsel each warrant and represent that they are authorized by their respective clients 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 affect 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 or mediator, and in all cases all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement. No attorney for any Party is a Party to this agreement and will not be liable for any party's breach of any of the terms of this agreement.
- 4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
- 5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors, assigns, beneficiaries, and heirs of each of the Parties and FedEx Ground.
- 6. **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.

7. **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.
8. **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, taking into account all relevant factors, current and potential. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any party concerning this Agreement other than those expressly set forth or referred to herein.
9. **Attorney's Fees and Costs.** Except as specifically set forth herein, each party shall bear its/his own attorneys' fees, costs, and expenses including expert expenses, taxable or otherwise, incurred by him/her/it arising out of the Action, and shall not seek reimbursement thereof from any other party to this Agreement.
10. **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.
11. **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 calendar day after mailing by United States mail, addressed as follows:

*To Plaintiff and the PAGA Settlement Group Members:*

Shaun Setareh  
William M. Pao  
Setareh Law Group  
9665 Wilshire Blvd., Suite 430  
Beverly Hills, CA 90212  
Telephone: (310) 888-7771  
Facsimile: (310) 888-0109  
shaun@setarehlaw.com  
william@setarehlaw.com

*To Safe Box:*

Shauna N. Correia  
Weintraub Tobin  
475 Sansome Street, Suite 510  
San Francisco, California 94111  
Telephone: (415) 433-1400  
Facsimile: (415) 433-1400  
scorreia@weintraub.com

*To FedEx Ground:*

Scott Voelz  
O'Melveny & Myers LLP  
400 South Hope Street, 18th Floor  
Los Angeles, CA 90071  
Telephone: (213) 430-6000  
Facsimile: (213) 430-6407  
Email: svoelz@omm.com

12. **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 or electronic signatures will be accepted as original. An original signature shall be provided within seven days, upon written request. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

#### IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: ~~October 2~~ October 31, 2023

*J. Gilmore*

ID RKm6TFf7dCynShbjRMh64Wo

JANICE GILMORE

Dated: October 31, 2023

*Jason Hall*

JASON HALL, CEO, on behalf of Safe Box  
Logistics, Inc.

As to Content and Form:

Dated: November 15, 2023

SETAREH LAW GROUP

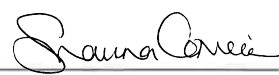
By: 

Shaun Setareh

Attorneys for Plaintiff  
Janice Gilmore

Dated: November 13, 2023

WEINTRAUB TOBIN CHEDIAK  
COLEMAN GRODIN LAW  
CORPORATION

By: 

Shauna N. Correia

Attorneys for Safe Box  
Safe Box Logistics, Inc.

## eSignature Details

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|                       |                                 |
|-----------------------|---------------------------------|
| <b>Signer ID:</b>     | <b>RKm6TFf7dCyvnShbjRMh64We</b> |
| <b>Signed by:</b>     | Janice Gilmore                  |
| <b>Sent to email:</b> | jngilmore38@gmail.com           |
| <b>IP Address:</b>    | 174.242.209.154                 |
| <b>Signed at:</b>     | Nov 13 2023, 11:10 am PST       |

# EXHIBIT A

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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

JANICE GILMORE, on behalf of herself and  
all others similarly situated,

Plaintiff,

v.

SAFE BOX LOGISTICS, INC., a  
California corporation; FEDEX GROUND  
PACKAGE SYSTEM, INC., a Delaware  
Corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No. 3:21-cv-06917-AMO

**[PROPOSED] ORDER AND  
JUDGMENT GRANTING APPROVAL  
OF SETTLEMENT UNDER THE  
CALIFORNIA LABOR CODE  
PRIVATE ATTORNEYS GENERAL  
ACT**

Complaint Filed: August 5, 2021  
Trial Date: February 24, 2024

1 This matter came before The Honorable Araceli Martínez-Olguín of the United States  
2 District Court, Northern District of California, on [REDACTED], 2023, with Shaun Setareh and  
3 William M. Pao of Setareh Law Group appearing as counsel for Representative Plaintiff Janice  
4 Gilmore (“Plaintiff”), individually and on behalf of the (“PAGA Settlement Group Members”),  
5 Shauna N. Correia and Olatomiwa T. Aina of Weintraub Tobin Chediak Coleman Grodin Law  
6 Corporation appearing as counsel for defendant Safe Box Logistics, Inc. (“Safe Box”), and Adam  
7 P. KohSweeney and Scott Voelz of O’Melveny & Myers LLP appearing as counsel for defendant  
8 FedEx Ground Package System, Inc. (“FedEx Ground”). The Court, having carefully considered  
9 the briefs, argument of counsel and all matters presented to the Court and good cause appearing,  
10 hereby **GRANTS** the Plaintiff’s Motion for Approval of Settlement under the California Labor  
11 Code Private Attorneys General Act (“PAGA”) and **APPROVES** this Settlement under  
12 California Labor Code § 2699(l)(2).

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court finds that the terms of the Joint Stipulation of Settlement and Release  
15 Under the California Labor Code Private Attorneys General Act, California Labor Code § 2698  
16 *Et Seq.* (the “Settlement” or “Settlement Agreement”), in the form attached as Exhibit A to the  
17 Declaration of [REDACTED] (“[REDACTED]”), to be in the range of reasonableness of a  
18 PAGA settlement, and the Court grants approval of the Settlement.

19 2. The Court finds that the Plaintiff has satisfied the requirements of California Labor  
20 Code § 2699.3 with respect to her settled PAGA claims and theories against Safe Box, and that  
21 the PAGA Settlement Group Members have at all times been adequately represented by the  
22 Plaintiff and Plaintiff’s Counsel.

23 3. Pursuant to the terms of the Settlement Agreement, the Plaintiff and all the PAGA  
24 Settlement Group Members (as defined by Section I.M. of the Settlement Agreement) shall be  
25 bound by the releases set forth in the Settlement. Except as to such rights or claims that may be  
26 created by the Settlement, all the PAGA Settlement Group Members are hereby forever barred  
27 and enjoined from prosecuting or seeking to reopen the released claims, and any other claims  
28

1 released by the Settlement, against the Released Parties, including Safe Box and FedEx Ground,  
2 as defined in Section I.O of the Settlement Agreement.

3 4. Pursuant to the terms of the Settlement Agreement, Safe Box shall pay a total of  
4 Thirty-Three Thousand Six Hundred Dollars and Zero Cents (\$33,600) (the “Total Settlement  
5 Amount”), in consideration for the settlement of this action and the related releases and other  
6 provisions set forth in the Settlement Agreement. The Total Settlement Amount will cover  
7 payments to the PAGA Settlement Group Members in the list referenced in Section III.J.3.a of the  
8 Settlement Agreement, and payments to the Labor and Workforce Development Agency  
9 (“LWDA”) (the “Net Settlement Amount”), the cost of claims administration and notice, and  
10 attorneys’ fees and reimbursement of litigation costs and expenses to Plaintiff’s Counsel.

11 5. The Net Settlement Amount shall be dispersed to the PAGA Settlement Group  
12 Members and to the LWDA in accordance with the terms of the Settlement. The portion of the  
13 Net Settlement Amount dispersed to the PAGA Settlement Group Members shall be characterized  
14 as underpaid wages under California Labor Code § 558 that are deemed to be recoverable as civil  
15 penalties pursuant to California Labor Code § 2699(l)(2) but do not have to be shared with the  
16 LWDA, and as interest on such payments.

17 6. The Court has found that Plaintiff’s Counsel has adequately represented the  
18 Plaintiff and the PAGA Settlement Members and hereby ORDERS and AWARDS the requested  
19 Attorneys’ Fees and Costs, in the amounts of Fourteen Thousand Five Hundred Thirty-Three  
20 Dollars and Thirty-Three Cents (\$14,533.33) and actual expenses of Three Thousand Seven  
21 Hundred Twenty Dollars and Two Cents (\$3,720.02), respectively, pursuant to the Settlement.  
22 All Attorneys’ Fees and Costs will be paid from the Total Settlement Amount.

23 7. The Court also hereby ORDERS and AWARDS [REDACTED], the court-  
24 appointed Settlement Administrator, reimbursement of claims administration fees and costs not to  
25 exceed Five Thousand Dollars and Zero Cents (\$5,000). Any portion of this amount that is not  
26 charged and/or recovered by [REDACTED] will be distributed to PAGA Settlement Group  
27 Members, as provided for in Section 5 above and the Settlement Agreement. Payment to the  
28 Settlement Administrator shall be paid from the Total Settlement Amount.

1           8.       Safe Box and Plaintiff have allocated Seven Thousand Seven Hundred Fifty-Nine  
2 Dollars and Ninety-Nine Cents (\$7,759.99) from the Net Settlement Amount to the LWDA to be  
3 paid in accordance with the terms of the Settlement. The Court finds that Safe Box and Plaintiff  
4 submitted the Settlement Agreement to the LWDA in accordance with California Labor Code  
5 § 2699(l)(2). The Court hereby **APPROVES** this Settlement of PAGA claims pursuant to  
6 California Labor Code § 2699(l)(2), as to both the LWDA and all the PAGA Settlement Group  
7 Members. Accordingly, the state of California, by and through the LWDA, shall be bound by the  
8 releases set forth in the Settlement. In addition, all PAGA Settlement Group Members attempting  
9 to stand in the shoes of the LWDA and/or the state of California to prosecute an action under  
10 PAGA or attempting to recover penalties from a PAGA action filed by any other person(s), shall  
11 be bound by the releases set forth in the Settlement and shall be barred from prosecuting and/or  
12 participating in such PAGA action and/or PAGA recovery.

13           9.       Safe Box and Plaintiff are hereby authorized, without needing further approval  
14 from the Court, to agree to and adopt such amendments to, and modifications and expansions of,  
15 the Settlement, as are in writing and signed by the parties' counsel and are consistent with this  
16 Approval Order.

17           10.      Judgment is hereby entered in this PAGA action in accordance with the foregoing  
18 Order and Judgment and in accordance with the terms and conditions provided in the Settlement  
19 Agreement.

20  
21 **IT IS SO ORDERED.**

22  
23 Dated: \_\_\_\_\_

24 By: \_\_\_\_\_  
25 The Honorable Araceli Martínez-Olguín  
26 **United States District Court Judge**  
27  
28

# EXHIBIT B

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

Re: *Gilmore v. Safe Box Logistics, Inc., et al.*, Case No. 3:21-cv-06917, filed on August 5, 2021 (the “Lawsuit”)

[claims admin info]

You have received the enclosed check in connection with the Settlement of the above-referenced lawsuit brought by Janice Gilmore (“Plaintiff”) against SAFE BOX LOGISTICS, INC. (“Safe Box”) and FEDEX GROUND PACKAGE SYSTEM, INC. (“FedEx Ground”) (together, “Defendants”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”).

Plaintiff claimed she and other non-exempt delivery drivers of Safe Box employed, and allegedly joint employed by FedEx Ground, anytime from August 3, 2020 through [ DATE ] were subjected to various Labor Code violations for which they sought penalties under PAGA.

Defendants deny all allegations and liability, and FedEx Ground specifically denies that it employed any of Safe Box’s delivery drivers. Safe Box and Plaintiff, to avoid further time and expense of protracted and uncertain litigation, have agreed to settle the Lawsuit. The Settlement, approved by the Court on [ DATE ], resolves the alleged PAGA claims brought on behalf of all current and former aggrieved employees of Safe Box in California between August 3, 2020 and [ DATE ] who worked during one or more pay periods (“PAGA Settlement Group Members”).

Pursuant to the Court’s order, a Settlement of this Lawsuit was approved. Upon the date of entry of that order approving this Settlement, and Safe Box’s payment of all funds due under this Settlement, the LWDA and all individuals covered by this Settlement, including you, will fully release and forever discharge the Defendants (and other releasees described in the Settlement) from any and all PAGA Released Claims, from August 3, 2020 to [ DATE ], defined as any and all claims and causes of action for penalties recoverable under PAGA whether known or unknown, that were pleaded in Plaintiff’s operative complaint or that could have been pleaded on the facts as alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA, including, but not limited to, claims under PAGA, Labor Code sections 201, 202, 203, 204, 218.6, 223, 226, 226.3, 226.7, 510, 512, 1021.5, 1194, 1194.2, 1197, 1197.1, 1198, 2810.3, 2802, 1997.1, 2698, 2699.3, and 2699.5, California Business and Professions Code section 17200, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorney’s fees and costs.

The main terms of the Settlement approved by the Court include Safe Box’s payment of the Total Settlement Amount (\$33,600.00), inclusive of Attorneys’ Fees (\$14,533.33), Attorneys’ Costs (\$3,720.02), and Settlement Administration Costs (\$5,000.00).

- The Total Settlement Amount is the maximum total payment under the Settlement for release of the PAGA claims. The Total Settlement Amount will fund the Net Settlement Amount, which will fund the payment to the LWDA and the Settlement Share to PAGA Settlement Group Members.
  - The aggregate Settlement Share to PAGA Settlement Group Members is twenty-five percent (25%) of the Net Settlement Amount (\$2,586.66).
  - The payment to the LWDA is seventy-five percent (75%) of the Net Settlement Amount (\$7,759.99). The LWDA Payment will be issued to the California Labor and Workforce Development Agency (the “LWDA”).

- Attorneys' Fees are the attorneys' fees paid to Plaintiff's Counsel for the services they have rendered and will render to the PAGA Settlement Group Members in the Lawsuit, and which shall not exceed Fourteen Thousand Five Hundred Thirty-Three Dollars and Thirty-Three Cents (\$14,533.33). This amount will cover any and all work performed and any and all attorneys' fees incurred in connection with this Lawsuit.
- Attorneys' Costs are the litigation costs paid to Plaintiff's Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of and in connection with the Lawsuit, and which will not exceed Three Thousand Seven Hundred Twenty Dollars and Two Cents (\$3,720.02).
- Settlement Administration Costs are the costs paid to the Settlement Administrator for services rendered in administering the Settlement of the Lawsuit (e.g., preparing and mailing payments to the PAGA Settlement Group Members, tax documentation, etc.), and which shall not exceed Five Thousand Dollars and Zero Cents (\$5,000.00).

The enclosed check represents your Settlement Share as a PAGA Settlement Group Member based upon the number of workweeks you worked any time during the period from August 3, 2020 through [ DATE ] (the "PAGA Period"). An IRS 1099 form is enclosed. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check.

Regardless of whether you cash or deposit the enclosed check, by way of this Settlement and the corresponding final order, for the PAGA Period, each settlement individual covered by this Settlement shall fully release Defendants, and all other released parties under the Settlement, for all claims for civil penalties under PAGA as alleged in the LWDA letter and Plaintiff's operative complaint filed in the Lawsuit, as well as claims reasonably could have been asserted under PAGA based upon the facts alleged in the LWDA letter and Plaintiff's operative complaint filed in the Lawsuit.

Your enclosed check is valid for 180 days from the date of its issuance. **It is strongly recommended that you cash or deposit this check immediately.** After that date, you cannot cash the check and it will be null and void and the amount forwarded to the State of California Controller's Office Unclaimed Property Division for further handling. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.**

If the check is lost or misplaced, please contact the Administrator immediately, [xxx-xxx-xxxx] to have it reissued. If you have any questions about your check, please contact the [insert administrator information].

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**