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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF VENTURA**

GENARO CAMPOS, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

RL ON-TIME DELIVERY SERVICE, INC.;  
FEDEX CORPORATION; FEDEX  
GROUND PACKAGE SYSTEM, INC.; and  
DOES 1 THROUGH 100, inclusive,

Defendants.

Case No.: 56-2023-00575742-CU-OE-VTA

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA SETTLEMENT  
AND RELEASE**

|                 |                      |
|-----------------|----------------------|
| Date of Filing: | February 17, 2023    |
| Trial Date:     | None Set             |
| Judge:          | Hon. Mark S. Borrell |
| Dept:           | 40                   |

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FEDEX GROUND PACKAGE SYSTEM, INC.

**I.  
PREAMBLE**

1. This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Agreement”) is entered into between Plaintiff Genaro Campos (the “Named Plaintiff”) individually and as the representative on behalf of certain additional putative class members and/or represented employees (collectively, with the Named Plaintiff, the “Settlement Class” or “Settlement Class Members”) as further defined in Section III of this Agreement, and Defendant RL On-Time Delivery Service, Inc. (“RL On-Time”). The Settlement Class (including, without limitation, the Named Plaintiff, the putative class, and aggrieved employees, as further defined in Section IV of this Agreement) and RL On-Time will be referred to collectively herein as the “Parties.”

2. On February 17, 2023, the Named Plaintiff, a former delivery driver at RL On-Time, submitted a written notice of claims under the California Labor Code Private Attorneys General Act (“PAGA”) to the Labor and Workforce Development Agency (“LWDA”) pursuant to California Labor Code § 2699.3 (“PAGA Notice”). In the PAGA Notice, the Named Plaintiff asserted a claim under PAGA on behalf of himself and other current and former RL On-Time employees based on alleged violations of the California Labor Code and/or Industrial Welfare Commission (“IWC”) wage orders, including, but not limited to: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Mandated Meal Periods; (4) Failure to Provide Mandated Rest Periods; (5) Failure to Furnish Timely and Accurate Wage Statements; (6) Failure to Pay All Wages Due At Discharge In Timely Manner; (7) Failure to Reimburse Necessary Business Expenses; and (8) Failure to Pay All Hours Worked. Based on these allegations, the Named Plaintiff claimed a right to all civil penalties available under PAGA and attorney’s fees, costs, interest, and liquidated damages. The LWDA did not provide a response within sixty-five (65) days of Named Plaintiff’s submission.

3. On February 17, 2023, the Named Plaintiff filed a complaint (the “Initial Complaint”) in the Superior Court of the State of California for the County of Ventura, Case No. 56-2023-00575742-CU-OE-VTA, asserting claims on behalf of himself and a putative class (the

1 “Lawsuit”). The putative class was defined in the Initial Complaint as Plaintiff and all current  
2 and former California based non-exempt employees who worked for RL On-Time and FedEx  
3 Ground as Delivery Drivers in California during the Class Period (February 17, 2019, until the  
4 entry of judgment). On behalf of himself and this putative class, the Initial Complaint asserted  
5 nine causes of action against RL On-Time, FedEx Corporation (“FedEx Corp.”), and FedEx  
6 Ground Package System, Inc. (“FedEx Ground”) (RL On-Time and FedEx Ground together,  
7 “Defendants”) for: (1) Failure to Pay Overtime (Labor Code §§ 204, 510, 1194); (2) Failure to  
8 Pay Minimum Wage (Labor Code §§ 1182.12, 1194, 1197, 1197.1); (3) Failure to Provide  
9 Mandated Meal Periods (Labor Code §§ 226.7, 512); (4) Failure to Provide Mandated Rest  
10 Periods (Labor Code § 226.7); (5) Failure to Furnish Timely and Accurate Wage Statements  
11 (Labor Code §§ 226, 1174); (6) Failure to Pay All Wages Due At Discharge In Timely Manner  
12 (Labor Code §§ 201–203); (7) Failure to Reimburse Necessary Business Expenses (Labor Code §  
13 2802); (8) Failure to Pay All Hours Worked (Labor Code §§ 200, 201, 202, and 204); and (9)  
14 Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*).

15 4. On April 25, 2023, the Named Plaintiff filed a first amended complaint (the  
16 “FAC”) in the Lawsuit. The FAC restated all the claims and allegations in the Initial Complaint  
17 and added a PAGA claim based on the alleged violations underlying the nine original causes of  
18 action set forth in the Initial Complaint. On May 25, 2023, the Defendants removed the Lawsuit  
19 to federal district court, which Named Plaintiff contested. The Parties and FedEx Ground  
20 exchanged initial disclosures on or about July 19, 2023.

21 5. On August 3, 2023, Named Plaintiff and FedEx Corp. stipulated to the dismissal  
22 without prejudice of FedEx Corp. The federal district court approved the joint stipulation, and  
23 FedEx Corp. was dismissed from the Lawsuit on August 8, 2023. The federal district court  
24 remanded the Lawsuit back to state court on October 13, 2023.

25 6. The PAGA Notice, Initial Complaint, and FAC are herein referred to as the  
26 “Complaints.” The Lawsuit, including the Complaints, are herein referred to as the “Action.”  
27  
28

1           7.       On December 4, 2023, the Named Plaintiff, on behalf of himself, the putative  
2 class, and aggrieved employees, RL On-Time, and FedEx Ground attended a private mediation  
3 before Jill Sperber (the “Mediator”), a well-respected mediator of employment-related disputes,  
4 and reached an agreement to settle this matter on a class and representative action basis as to  
5 Settlement Class Members’ claims against Defendants, which is now set forth in this Agreement.  
6 On January 30, 2023, the Parties and FedEx Ground along with their respective counsel executed  
7 a Memorandum of Understanding setting forth the key terms of the Parties settlement. In the  
8 event of a conflict between this Agreement and the Memorandum of Understanding, this  
9 Agreement shall control as set forth in Paragraph 77.

10           8.       During the course of this Action, the Named Plaintiff and Defendants have  
11 engaged in significant investigation of the facts at issue and have exchanged extensive documents  
12 and information, which have allowed the Parties to fully assess the value of the claims involved.  
13 This Agreement comes after more than eight months of litigation, intense settlement negotiations,  
14 and a full-day session with the Mediator.

15           9.       The Parties have now agreed to avoid further litigation and to settle and resolve all  
16 existing and potential disputes, actions, lawsuits, charges and claims related to the Action that the  
17 Settlement Class has or may have against Defendants, to the fullest extent permitted by law and  
18 without any admission of liability or wrongdoing by any party. Named Plaintiff and his counsel  
19 has concluded that the Settlement reflected herein is fair, reasonable, and in the best interests of  
20 the Settlement Class and respectfully request that the Settlement be approved by the Court.

21           10.      This Agreement shall become effective upon the “Effective Date,” as set forth in  
22 Section VII below. The Parties hereby agree to do all things and to engage in all procedures  
23 reasonably necessary and appropriate to obtain final Court approval of this Agreement, in  
24 consideration for: (a) the payment by RL On-Time of the consideration described herein, subject  
25 to the terms, conditions and limitations of this Agreement; and (b) the release of claims by the  
26 members of the Settlement Class, as described in Paragraphs 58 through 61 of this Agreement,  
27 and entry of Judgment thereafter.

**II.**  
**PAYMENTS TO THE SETTLEMENT CLASS, CLASS COUNSEL, THE NAMED PLAINTIFF, AND THE SETTLEMENT ADMINISTRATOR**

11. Subject to Court approval and the provisions of this Agreement, RL On-Time shall pay a total of two hundred and fifty thousand U.S. Dollars and no cents (\$250,000.00), in consideration of the settlement of this Action and the related release of all claims members of the Settlement Class may have against Defendants, as contained in Paragraphs 58 through 61 of this Agreement—an amount that shall be referred to in this Agreement as the “Gross Settlement Fund” or “GSF.”

12. No portion of the Gross Settlement Fund shall be disbursed or distributed until after the Effective Date.

13. The Gross Settlement Fund, which is non-reversionary, is the maximum amount that RL On-Time shall be required to pay for settlement of this Action with the exception of all payroll taxes (FICA, FUTA, Medicare, and California payroll and withholding taxes) that RL On-Time is also obligated to pay on its own behalf as an employer on account of the portion of the individual settlement payments designated as wages (collectively, the “Employer Taxes”) which shall be paid by RL On-Time separately and additionally to the Gross Settlement Fund. The Gross Settlement Fund will cover payments to the Settlement Class, as further defined in Section III of this Agreement, payments to the aggrieved employees, as defined in Section IV of this Agreement, additional compensation (if any) in the form of an Enhancement Award, provided to the Named Plaintiff as representative of the Settlement Class, the cost of claims administration and notice, compensation to the LWDA under PAGA, and attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel.

**III.**  
**CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

14. Solely for the purposes of this Settlement, and subject to Court approval, the Parties and FedEx Ground hereby stipulate to class certification of a Settlement Class defined as follows: “All current and former California based non-exempt employees who physically performed work as pick up and delivery driver for Defendant RL On-Time Delivery Services,

1 Inc. (“RL On-Time”) in California from February 17, 2019 until the date of the Court’s order  
2 granting preliminary approval of this Settlement (the “Class Period”).

3 15. If this Agreement is terminated pursuant to its terms, disapproved by any court  
4 (including any appellate court), and/or not consummated for any reason, or the Effective Date for  
5 any reason does not occur, the order certifying the Settlement Class for purposes of effectuating  
6 this Agreement, and all preliminary and/or final findings regarding that class certification order,  
7 shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as  
8 though the Settlement Class had never been certified pursuant to this Agreement and such  
9 findings had never been made, the Action shall return to the procedural status quo prior to the  
10 date of the mediation in accordance with this Paragraph, and nothing in this Agreement or other  
11 papers or proceedings related to the Settlement shall be used as evidence or argument by anyone  
12 concerning whether the Action may properly be maintained as a class action, whether the  
13 purported class is ascertainable, whether there is sufficient commonality, whether the Named  
14 Plaintiff’s claims are typical of that of the class, or whether Class Counsel or the Named Plaintiff  
15 can adequately represent any individuals under applicable law.

16 16. Except as otherwise provided in this Agreement, persons who file valid and timely  
17 Requests for Exclusion from this Settlement with the Settlement Administrator in accordance  
18 with the provisions of this Agreement shall not be included in the Settlement Class, shall not  
19 share in the distribution of the Gross Settlement Fund allocable to class claims, and will not be  
20 bound by the terms of this Agreement, except as otherwise provided in this Agreement with  
21 respect to members of the PAGA Group, as defined in Section IV below.

22 **IV.**  
23 **THE AGGRIEVED EMPLOYEES**

24 17. The Settlement Class includes the “aggrieved employees,” which consists of all  
25 current and former California based non-exempt employees who physically performed work as  
26 pick up and delivery drivers for RL On-Time in California from February 17, 2022 until the date  
27 of the Court’s order granting preliminary approval of this Settlement (the “PAGA Period”).  
28

18. The Parties will seek approval from the Court for a “PAGA Payment” of Five Thousand U.S. Dollars and no cents (\$5,000), which shall be paid from the GSF. Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA pursuant to California Labor Code § 2699(i) (the “LWDA Payment”) and twenty-five percent (25%) of the PAGA Payment will be distributed to the aggrieved employees as further set forth herein. All aggrieved employees will be sent their share of the PAGA Payment and will be subject to the release of PAGA claims set forth in Paragraph 58 below, whether or not they file Requests for Exclusions with the Settlement Administrator. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not subject to wage withholdings, and shall be reported on an IRS Form 1099.

**V.**  
**APPOINTMENT OF NAMED PLAINTIFF’S COUNSEL AS SETTLEMENT CLASS**  
**AND PAGA COUNSEL AND SETTLEMENT ADMINISTRATOR**

19. Subject to the Court’s approval, the Parties and FedEx Ground hereby stipulate to the Court’s appointment of Matthew Fisher and Matthew Da Vega of Da Vega, Fisher, Mechtenberg LLP, 850 Iron Point Road, Suite 211, Folsom, California 95630, (408) 758-8974 (phone), (877) 535-9358 (facsimile) as counsel for the Settlement Class and the PAGA Group (“Class Counsel”).

20. Subject to Court approval, the Parties jointly propose CPT Group, Inc. as the third-party company to be appointed as “Settlement Administrator” for this Settlement. The Settlement Administrator will be responsible for calculating and distributing the share of the Settlement provided to each Settlement Class Member who does not file a Request for Exclusion and to each aggrieved employee, regardless of whether he or she files a Request for Exclusion; mailing the notices required in this Agreement; receiving and logging Requests for Exclusion; researching and updating addresses through skip-traces and similar means; answering questions from Settlement Class Members and aggrieved employees; reporting on the status of the Settlement to the Parties and FedEx Ground; preparing requested declarations regarding its due diligence in completing and facilitating the claims administration process; providing the Parties with data

1 regarding the filing of Requests for Exclusion and the calculation of distributions; establishing  
2 and maintaining a non-interest-bearing distribution account for purposes of distributing settlement  
3 checks and attorneys' fees and costs, the Enhancement Award, and the PAGA payment to the  
4 LWDA; calculating withholding amounts and other tax obligations; and performing such other  
5 tasks as required to administer this Agreement or as directed by the Parties.

6  
7 **VI.**  
**SETTLEMENT APPROVAL AND ADMINISTRATION PROCEDURES**

8 21. The Parties' settlement of this Action, and their rights and obligations hereunder,  
9 are expressly conditioned on both the Court's preliminary and final approval of this Settlement.  
10 Preliminary approval shall be through the entry of an "Order of Preliminary Approval," which  
11 Class Counsel shall file concurrently with the Motion for Preliminary Approval within 30 days  
12 after the execution of this Agreement. Class Counsel shall send drafts of the Motion for  
13 Preliminary Approval and Order of Preliminary Approval to Counsel for Defendants at least  
14 seven (7) calendar days prior to filing the same. The Parties anticipate that the preliminary  
15 approval hearing will be within two months of execution of this Agreement, subject to the Court's  
16 availability, and in setting the GSF have expressly considered the potential damages that could  
17 accrue between execution of this Agreement, and the preliminary approval hearing date.

18 22. Among other things, the Motion for Preliminary Approval shall (a) set forth the  
19 terms of this Agreement and/or attach this Agreement as an exhibit, (b) include proposed forms of  
20 all notices and other documents necessary to implement the Agreement, and (c) seek a Court  
21 order to grant preliminary approval of the Settlement, certify the Settlement Class for settlement  
22 purposes only, and set a date for the settlement fairness or final approval hearing ("Final  
23 Approval Hearing"). The Proposed Order of Preliminary Approval shall provide for notice of the  
24 Settlement and related matters to the Settlement Class as specified in this Agreement.

25 23. At the same time Class Counsel files the Motion for Preliminary Approval and  
26 Order of Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the  
27 LWDA pursuant to California Labor Code § 2699(l)(2).  
28

1           24.     Not later than fourteen (14) calendar days after receipt of notice of the Court's  
2 entry of the Order of Preliminary Approval, and to the extent possible based on the presence of  
3 information in its records, RL On-Time shall provide the Settlement Administrator a spreadsheet  
4 in electronic format that contains, for each Settlement Class Member, his/her name; Social  
5 Security number; last known mailing address, telephone number, employment start and end dates,  
6 and the number of pay periods worked during the Class Period (if any) ("Putative Class Data").

7           25.     At a mutually convenient time, RL On-Time shall meet-and-confer with the  
8 Settlement Administrator regarding the format of the spreadsheet referenced in Paragraph 24 and  
9 cooperate to provide any additional information which the Settlement Administrator may request  
10 that is reasonable and necessary for the purpose of administering the terms of this Agreement.

11           26.     Class Counsel shall timely prepare and file all papers related to the Motion for  
12 Final Approval of the Settlement ("Final Approval Motion"). At least ten (10) calendar days  
13 before doing so, Class Counsel will send drafts of such papers to Defendants' counsel for  
14 comments. With the Final Approval Motion, Class Counsel will file a Proposed Order of Final  
15 Approval and Final Judgement ("Proposed Final Approval Order"), unless otherwise directed by  
16 the Court. The Final Approval Motion and Proposed Final Approval Order shall be consistent  
17 with the terms of this Agreement and, inter alia, shall reflect the Settlement and entry of judgment  
18 of this Action, and approve the Settlement pursuant to the terms of this Agreement.

19           27.     Within ten (10) calendar days of the Court's entry of the Final Approval Order and  
20 Judgment (as defined in Paragraph 28(d)), Class Counsel will submit a copy of the Final  
21 Approval Order and Judgment with the LWDA Pursuant to California Labor Code § 2699(1)(3).

22  
23                               **VII.**  
24                               **THE EFFECTIVE DATE**

25           28.     This Agreement shall become final and effective on the occurrence of all of the  
26 following events described in this Paragraph 28, subparagraphs (a) through (e) (the "Effective  
27 Date"):  
28

1 (a) The Settlement is executed by the Parties, FedEx Ground, Class Counsel,  
2 and Defendants' counsel.

3 (b) Entry by the Court of an Order of Preliminary Approval as discussed in  
4 Paragraph 21 of this Agreement (without the Court invalidating any material portion of  
5 the Settlement, except for the amount of attorneys' fees and costs and settlement  
6 administrator fees, unless the Parties and FedEx Ground subsequently agreeing in writing  
7 that the remaining provisions shall remain in full force and effect), appointment of Class  
8 Counsel as described in Paragraph 19 of this Agreement, appointment of a Settlement  
9 Administrator as described in Paragraph 20 of this Agreement, and the expiration of the  
10 time period for Defendants to withdraw from this Agreement as described in Paragraph 30  
11 of this Agreement (without Defendants withdrawing).

12 (c) Class Counsel filing, at or before the Final Approval Hearing, a declaration  
13 from the Settlement Administrator:

14 (i) Certifying that notice was sent to each Settlement Class member in  
15 accordance with Section XII of this Agreement and the Order of Preliminary  
16 Approval; and

17 (ii) Delineating the number of Settlement Class Members who  
18 submitted timely Requests for Exclusion.

19 (d) Entry by the Court of an Order and Judgment Granting Final Approval (the  
20 "Final Approval Order and Judgment").

21 (e) The occurrence of the "Effective Date of Judgment," which shall be  
22 deemed to be the last to occur of the following:

23 (i) If no objections to the Settlement are made, the Court's issuing an order  
24 granting final approval of the Settlement; or

25 (ii) If objections are made prior to the Final Approval Hearing which are  
26 not thereafter withdrawn prior to the Final Approval hearing, the later of the  
27 following events: (A) the date of final affirmance on appeal of the Final Approval  
28

1 Order and Judgment; (B) the date of final dismissal of any appeal from the Final  
2 Approval Order and Judgment or the final dismissal of any proceeding to review  
3 the Final Approval Order and Judgment; or (C) if no appeal is filed, the expiration  
4 date of the time for filing or noticing any appeal from the Final Approval Order  
5 and Judgment.

6  
7 **VIII.**  
8 **FAILURE OF THE EFFECTIVE DATE TO OCCUR OR OPT-OUTS IN EXCESS OF**  
9 **TEN PERCENT**

10 29. If the Effective Date does not occur, this Agreement shall be null and void, except  
11 as otherwise stated in Paragraph 66. In such event:

12 (a) Nothing in this Agreement shall be construed as a determination,  
13 admission, or concession of any substantive or procedural issue in this Action, and  
14 nothing in this Agreement may be offered into evidence in any hearing or trial, or in any  
15 subsequent pleading or in any other judicial, arbitral, or administrative proceeding;

16 (b) The Named Plaintiff and Defendants expressly reserve their rights with  
17 respect to the prosecution and defense of this Action as if this Agreement never existed  
18 and neither the Settlement nor any of the related negotiations or proceedings shall be of  
19 any force or effect, and Named Plaintiff and Defendants shall stand in the same position,  
20 without prejudice, as if the Settlement had been neither entered into nor filed with the  
21 Court. In particular, Defendants do not waive, but rather expressly reserve, all rights to  
22 challenge any and all claims and allegations asserted in this Action upon all procedural  
23 and substantive grounds, including, without limitation, the ability to challenge class action  
24 treatment on any grounds and to assert any and all potential defenses or privileges. The  
25 Parties agree that Defendants retain and reserve these rights, and they agree not to take a  
26 position to the contrary. Specifically, the Parties agree that, if this Action were to  
27 proceed, they will not present any argument based on this Agreement, or any exhibit,  
28 attachment, act performed or document executed related to this Agreement; and

1 (c) The Parties agree to return to mediation to attempt to resolve issues that  
2 resulted in the failure of the Effective Date to occur.

3 (d) The Parties shall each bear half (50%) of any costs for notice or claims  
4 administration incurred by the Settlement Administrator through the date that the  
5 Settlement is determined to be void.

6 30. The Settlement Administrator shall provide written notice to Defendants' counsel  
7 no later than thirty (30) calendar days after the Response Deadline, as defined in Paragraph 48 of  
8 this Agreement, with a complete list of the Settlement Class Members who have timely requested  
9 exclusion from the class. Defendants, in their sole and independent discretion, shall have the  
10 right, but not the obligation, to revoke this Agreement if Requests for Exclusion from the  
11 Settlement are filed by Settlement Class Members representing more than ten percent (10%) of all  
12 Settlement Class Members. The Parties agree that they and their respective counsel and  
13 employees will not solicit any Settlement Class Member to opt out of or object to the Settlement,  
14 or appeal from the Final Approval Order and Judgment. If Defendants choose to exercise this  
15 option, the effect will be precisely the same as if one of the events specified in Paragraph 28 did  
16 not occur. Defendants must exercise this right, if at all, within ten (10) calendar days after receipt  
17 of the written notice from the Settlement Administrator discussed in this Paragraph 30.

18 **IX.**  
19 **ATTORNEYS' FEES, COSTS AND EXPENSES, PAYMENT TO THE LWDA, AND**  
20 **ENHANCEMENT AWARDS**

21 31. This Action alleges a claim for attorneys' fees and costs pursuant to, inter alia, the  
22 California Labor Code. The Parties agree that any and all such claims for attorneys' fees and  
23 costs have been settled as a part of this Agreement.

24 32. Defendants recognize that Class Counsel will apply to the Court for an award of  
25 attorneys' fees in an amount up to, but not more than, one-third (*i.e.*, \$83,333 or 33.33%) of the  
26 GSF, as well as an award for actual costs and expenses, not to exceed \$20,000.00, incurred up to  
27 the date of filing of said application. Defendants will not oppose Class Counsel's application for  
28 the amounts described in this Paragraph 32, and Class Counsel's application under this Paragraph

32 shall be scheduled for determination at the Final Approval Hearing. Any amounts awarded pursuant to this Paragraph 32 shall be paid from the GSF. The Named Plaintiff, Class Counsel, and Settlement Class Members shall not seek payment of attorneys' fees or reimbursement of costs or expenses except as set forth herein. Defendants shall not be liable for or obligated to pay any fees, expenses, costs, or disbursements to, or incur any expense on behalf of, any person or entity, either directly or indirectly, in connection with this Action other than the amount or amounts expressly provided for in this Agreement.

33. Defendants recognize that, at the same time the application under Paragraph 32 is made, Class Counsel will also apply to the Court for an additional award of ten thousand U.S. dollars and no cents (\$10,000.00) for the Named Plaintiff, as reasonable additional compensation for the prosecution of the claims in this Action, the time and effort expended by him in doing so, and in consideration for the claims released herein (the "Enhancement Award"). Defendants will not oppose Class Counsel's application. Any Enhancement Award shall be paid from the GSF. Any Enhancement Award will be in addition to the amount that the Named Plaintiff may be entitled to receive on account of his own individual claim pursuant to Section XI of this Agreement; however, the releases set out in Paragraphs 58 through 61 of this Agreement shall bind the Named Plaintiff regardless of his claims as a Settlement Class Member, and the Enhancement Award shall be adequate consideration for said releases. The Named Plaintiff, Class Counsel, and/or Settlement Class Members shall not seek payment of any additional enhancement awards except as set forth herein.

34. As provided in Paragraph 18 above, the Settlement Administrator will allocate from the GSF the PAGA Payment, to cover penalties under PAGA. The Settlement Administrator will pay seventy-five percent (75%) of the PAGA Payment to the LWDA pursuant to California Labor Code Section 2699(i). The remaining twenty-five percent (25%) of the PAGA Payment will be distributed to the PAGA Group as set forth below.

35. Any awards pursuant to Paragraphs 32 and 33, as well as payment to the LWDA and the PAGA Group, will be funded solely and completely from the GSF, and in no event shall

1 Defendants be obligated to pay any payments that would make total payment towards the  
2 Settlement in excess of the GSF.

3 36. If the Court does not approve the total amount of attorneys' fees, costs, and/or  
4 Enhancement Award requested by Class Counsel pursuant to Paragraphs 32 and/or 33, any  
5 remaining portion of the requested amount will be added to the Net Settlement Fund (as defined  
6 in Paragraph 39(g) of this Agreement).

7 37. Any proceedings or Court decisions related to Class Counsel's application for  
8 attorneys' fees, costs and expenses, and/or the Enhancement Award, shall not terminate or cancel  
9 this Agreement, or otherwise affect the finality of the Final Approval Order and Judgment, or  
10 affect the settlement and releases set forth herein concerning this Action. Further, nothing in this  
11 Agreement shall prevent, waive, impair or impinge upon Class Counsel's right to appeal the  
12 Court's decision related to the application for attorneys' fees, costs and expenses, and/or the  
13 Enhancement Award.

14 38. Defendants shall have no liability or other responsibility for allocation of any such  
15 attorneys' fees and expenses awarded, and, in the event that any dispute arises relating to the  
16 allocation of fees, Class Counsel agree to hold Defendants harmless from, and indemnify  
17 Defendants with respect to, any and all such liabilities, costs, and expenses, including attorneys'  
18 fees and dispute costs, of such dispute.

19  
20 **X.**  
**PLAN OF ALLOCATION AND DISTRIBUTION OF THE GSF**

21 39. The GSF shall be allocated, in order, as follows:

22 (a) First, to any attorneys' fees and reasonable and necessary costs and  
23 expenses of Class Counsel, as may be awarded by the Court pursuant to Paragraph 32 of  
24 this Agreement.

25 (b) Second, to any Enhancement Award as may be awarded by the Court  
26 pursuant to Paragraph 33 of this Agreement.  
27  
28

1 (c) Third, to the costs and expenses incurred by, or fees imposed by, the  
2 Settlement Administrator in performing its duties under this Agreement, which are  
3 currently estimated to be no more than \$10,000.00

4 (d) Fourth, to the LWDA Payment for the payment to the LWDA of penalties  
5 under the PAGA.

6 (e) Fifth, to the PAGA Payment for the payment to the aggrieved employees  
7 for penalties under the PAGA.

8 (f) Seventh, to the "Net Settlement Fund" or "NSF." The Net Settlement Fund  
9 or NSF shall be defined as the maximum possible value of the GSF less the items  
10 described in Paragraphs 39(a) through 39(e) above. The Net Settlement Fund shall be  
11 made available to the Settlement Class as described in Section XI of this Agreement. The  
12 Settlement Administrator shall be responsible for the allocation and distribution of the Net  
13 Settlement Fund to Settlement Class Members who do not file Requests for Exclusion  
14 from the Settlement.

15 40. The Settlement Administrator shall make payments only from the GSF, only  
16 pursuant to the terms of this Agreement, and only after the Effective Date.

17 41. For the purpose of calculating applicable taxes:

18 (a) Each settlement payment from the NSF ("Class Member Payment") shall  
19 be classified as follows: (1) 33.33% to unpaid wages, (2) 33.34% to penalties, and (3)  
20 33.33% to interest.

21 (b) One hundred percent (100%) of the Enhancement Award will be allocated  
22 to ordinary income, payable on an IRS Form 1099.

23 (c) One hundred percent (100%) of the PAGA Payment is in settlement of  
24 claims for penalties and not subject to wage withholdings, and shall be reported on an IRS  
25 Form 1099.

26 (d) Each aggrieved employee shall be individually responsible for his or her  
27 share of taxes attributable to the receipt of any PAGA Payment.  
28

(e) In addition to the GSF, RL On-Time shall pay an amount sufficient to cover all Employer Taxes attributable to the Class Member Payments designated as wages, and the Settlement Administrator shall thereafter pay to the appropriate government authorities the Employer Taxes.

**XI.  
CALCULATION OF PAYMENTS TO THE SETTLEMENT CLASS**

42. As soon as practicable after receiving the spreadsheet referenced in Paragraph 24, the Settlement Administrator shall perform the following calculations to determine the payments made to members of the Settlement Class.

43. PAGA Payments to aggrieved employees:

(a) The Settlement Administrator will divide the PAGA Payment by the total number of pay periods of aggrieved employees during the PAGA period to calculate the base dollar amount per pay period, ie. the "Pay Period PAGA Payment."

(b) The Settlement Administrator will calculate each aggrieved employees' "Individual PAGA Payment" by multiplying the "Pay Period PAGA Payment" by the number of pay periods that the aggrieved employee was employed during the PAGA Period, ie. a *pro rata* share.

(c) aggrieved employees will receive an Individual PAGA Payment and will release his/her PAGA claims pursuant to Paragraph 58 below whether or not they file a Request for Exclusion from this Settlement.

44. Payments to the Settlement Class:

(a) The Settlement Administrator will divide the NSF by the total number of workweeks of all Settlement Class Members during the Class Period to calculate the base dollar amount per workweek, ie. the "Settlement Payment."

(b) The Settlement Administrator will calculate each Settlement Class Member's "Individual Class Payment" by multiplying the Pay Period Class Payment by

1 the number of pay periods the Settlement Class Member worked during the Class Period,  
2 ie. a *pro rata* share.

3 45. The same person may be both a Settlement Class Member and an aggrieved  
4 employee and, if so, will be entitled to receive both an Individual Class Payment and an  
5 Individual PAGA Payment.

6  
7 **XII.**  
8 **GIVING CLASS NOTICE AND PROCESSING REQUESTS FOR**  
9 **EXCLUSION**

10 46. No later than ten (10) calendar days after receipt of the spreadsheet referenced in  
11 Paragraph 24, and subject to the requirements of the Preliminary Approval Order and this  
12 Agreement, the Settlement Administrator shall send a notice by first-class U.S. Mail, proper  
13 postage prepaid and postmarked on the same day, to all Settlement Class Members whose  
14 addresses are known, substantially in the form attached hereto as Exhibit A ("Settlement  
15 Notice"). Prior to the mailing of the Settlement Notice, the Settlement Administrator shall  
16 perform a search based on the National Change of Address Database for information to update  
17 and correct for any known or identifiable address changes.

18 47. The Settlement Notice shall advise each Settlement Class Member of his or her  
19 rights under this Settlement, provide the date, time, and location of the Final Approval Hearing,  
20 and include instructions on how to exclude oneself from the Settlement and how to object to the  
21 Settlement. The Settlement Notice shall state the number of pay periods the Settlement Class  
22 Member is credited with being employed during the Class Period. The Settlement Notice shall  
23 also contain the estimated dollar value of the Settlement Class Member's share of the Settlement,  
24 including both of his or her Individual Class Payment and his or her Individual PAGA Payment,  
25 if any, assuming Class Counsel's requests under Paragraphs 32 and 33 of this Agreement in their  
26 entirety and the Settlement Administrator's fees remain the same as estimated in Paragraph 39(c)  
27 of this Agreement.

28 48. The Settlement Notice will indicate that Settlement Class Members may elect to  
opt out of the Settlement, relinquishing his/her rights to their Individual Class Payments (but not

1 his/her Individual PAGA Payments). A Settlement Class Member who opts out of the Settlement  
2 will not release his or her claims pursuant to this Agreement, except for PAGA claims, which  
3 shall be released pursuant to Paragraph 58 of this Agreement, whether or not the Settlement Class  
4 Member opts out of the Settlement. Settlement Class Members wishing to opt out of the  
5 Settlement must send to the Settlement Administrator by U.S. Mail a written "Request for  
6 Exclusion," as described in the Settlement Notice, such that it is actually received by the  
7 Settlement Administrator with a postmark reflecting a date within forty-five (45) calendar days  
8 from the date of mailing of the Settlement Notice ("Response Deadline"). The Request for  
9 Exclusion must be signed by the Settlement Class Member and include (a) his or her full name;  
10 (b) his or her current address and telephone number; (c) a clear written statement communicating  
11 that he or she elects to be excluded from the Settlement Class; (d) the last four digits of his or her  
12 Social Security number; and (e) the case name and case number of the Action. Except as  
13 otherwise provided for in this Agreement, Settlement Class Members who fail to submit a valid  
14 Request for Exclusion on or before the Response Deadline shall be bound by all terms of this  
15 Agreement and the Final Approval Order and Judgment. So-called "mass" or "class" opt outs  
16 shall not be allowed.

17 49. The Settlement Notice will indicate that any Settlement Class Member who  
18 intends to object to the fairness, reasonableness, and/or adequacy of the Settlement must file the  
19 written objection with the Settlement Administrator no later than the Response Deadline. Each  
20 Settlement Class Member who objects must set forth in his or her written objection: (a) his or her  
21 full name; (b) his or her current address and telephone number; (c) a clear written statement of his  
22 or her objection(s) and the reasons for each objection; (d) a statement of whether he or she  
23 intends to appear at the Final Approval Hearing (with or without counsel); (e) the last four digits  
24 of his or her Social Security number; (f) his or her signature; and (g) the case name and case  
25 number of the Action. Notwithstanding the requirement in the preceding sentences regarding  
26 submitting an Objection, any Class Member may submit along with the Objection the statement,  
27 Notice of Intent to Appear at the Final Approval Hearing or otherwise provide the Settlement  
28

1 Administrator a Notice of Intent to appear. Any Class Member will be permitted to appear and  
2 speak at the Preliminary or Final Approval Hearing to object to the Settlement. A Settlement  
3 Class Member cannot submit both a Request for Exclusion form and an Objection to the  
4 Settlement.

5 50. Any Settlement Notices returned to the Settlement Administrator as non-  
6 deliverable on or before the Response Deadline shall be sent promptly via regular first-class U.S.  
7 mail to the forwarding address affixed thereto and the Settlement Administrator shall indicate the  
8 date of such re-mailing on the Settlement Notice. If no forwarding address is provided, the  
9 Settlement Administrator shall promptly attempt to determine the correct address using a skip-  
10 trace, or other search using the name, address and/or Social Security number of the Settlement  
11 Class Member involved, and shall then perform a single re-mailing. Those Settlement Class  
12 Members who receive a re-mailed Settlement Notice shall have the latter of (i) an additional ten  
13 (10) calendar days from the postmarked date of re-mailing or (ii) the Response Deadline to  
14 postmark a Request for Exclusion from or objection to the Settlement.

15 51. Any Settlement Class Member who disagrees with the number of workweeks he or  
16 she is credited with being employed during the Class Period may submit a statement in writing to  
17 that effect and enclose documentation supporting said disagreement. The Settlement Notice will  
18 provide instructions about how a Settlement Class Member may state his or her disagreement in  
19 this regard. The Settlement Administrator will be solely responsible for resolving any  
20 discrepancies between RL On-Time's documentation and conflicting information provided by a  
21 Settlement Class Member, and said resolution by the Settlement Administrator shall be final and  
22 binding on all parties, and non-appealable. Once the Settlement Administrator resolves a given  
23 discrepancy, it will notify the Settlement Class member of its decision in writing within ten (10)  
24 calendar days. RL On-Time agrees to provide additional information which is reasonable and  
25 necessary for the Settlement Administrator to resolve any such discrepancies, to the extent such  
26 information is available within its records and reasonably accessible. Regardless of whether his  
27 or her disagreement with the number of workweeks is resolved by the Response Deadline, a  
28

1 Settlement Class Member must still submit a Request for Exclusion by no later than the Response  
2 Deadline in order to opt out of the Settlement.

3 52. The Settlement Notice shall contain the release and waiver of claims against  
4 Defendants contained in Paragraph 58 of this Agreement, and an easily understood statement  
5 alerting Settlement Class Members that by failing to submit a Request for Exclusion the  
6 individual is executing a release and waiver of all of the claims related to those alleged in this  
7 Action which the Settlement Class Members may have against Defendants. The Settlement  
8 Notice shall also contain an easily understood statement explaining that, if the Settlement Class  
9 Member is also an aggrieved employee (*i.e.*, he or she was employed by RL On-Time during the  
10 PAGA Period), he or she will be bound by the release of PAGA claims set forth in Paragraph 58  
11 of this Agreement, irrespective of whether he or she submits a Request for Exclusion.

12 53. If a Settlement Class Member submits a timely Request for Exclusion on or before  
13 the Response Deadline that is defective as to the requirements listed herein, that Settlement Class  
14 Member shall be given an opportunity to cure the defect(s). The Settlement Administrator shall  
15 mail the Settlement Class Member a cure letter within three (3) court days of receiving the  
16 defective submission to advise the Settlement Class Member that his or her submission is  
17 defective and that the defect must be cured to render the Request for Exclusion valid. The  
18 Settlement Class Member shall have until the later of (i) the Response Deadline or (ii) ten (10)  
19 calendar days from the postmarked date of the mailing of the cure letter, to postmark a revised  
20 Request for Exclusion such that it is actually received by the Settlement Administrator. If the  
21 revised Request for Exclusion is not postmarked within that period and received by the  
22 Settlement Administrator, it shall be deemed untimely.

23 54. If a Settlement Class Member files both a timely and complete Request for  
24 Exclusion and a timely and complete objection to the Settlement, the later-dated document shall  
25 control. If a Settlement Class Member files both a timely Request for Exclusion and a timely  
26 objection to the Settlement, but only one document is complete, the complete document shall  
27 control. If a Settlement Class Member files both a Request for Exclusion and an objection to the  
28

1 Settlement simultaneously, and both are timely and complete, the Settlement Administrator shall  
2 attempt to contact the individual and determine his or her intent. If said contact is unsuccessful,  
3 the Request for Exclusion shall Control.

### 4 **XIII.** 5 **DISTRIBUTION OF THE SETTLEMENT**

6 55. RL On-Time shall pay the GSF to the Settlement Administrator in two  
7 installments; the first payment shall be made not later than thirty (30) business days after the  
8 Effective Date and the second payment shall be made within three months of the first payment.  
9 The Settlement Administrator shall deposit the GSF in a distribution account immediately upon  
10 receipt of the fund transfers discussed in this Paragraph 55. Once RL On-Time pays the GSF to  
11 the Settlement Administrator, any risk of loss of the GSF shall pass from RL On-Time to the  
12 Settlement Administrator.

13 56. Within ten (10) calendar days of its receipt of the second payment to the GSF, the  
14 Settlement Administrator shall make the payments described in Section XI of this Agreement  
15 (“Member Payments”), which shall include Individual Class Payments, less applicable  
16 withholdings, to Settlement Class Members who did not submit valid Requests for Exclusion, and  
17 Individual PAGA Payments to members of the PAGA Group. The Settlement Administrator will  
18 make these distributions via first-class mail.

19 57. After the Settlement Administrator mails out the Member Payments, Settlement  
20 Class Members shall have one hundred and twenty (120) calendar days to cash or deposit the  
21 check that was mailed to them. After one hundred and twenty (120) calendar days from the date  
22 of mailing, the checks shall become null and void, and any monies remaining in the distribution  
23 account shall be distributed in accordance with California Code of Civil Procedure section 384 to  
24 the State Bar of California Justice Gap Fund. The Parties agree that this disposition is non-  
25 reversionary, and results in no unpaid residue, as the entire GSF will be paid out, regardless of  
26 whether all Settlement Class Members cash their Settlement Checks. Therefore, Defendants will  
27 not be required to pay any interest on said amount.  
28

**XIV.  
RELEASES**

58. Each Settlement Class Member, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, release and forever discharge and acquit and covenant not to sue RL On-Time and 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 FedEx Ground or RL On-Time, whether previously or hereafter affiliated in any manner, and the respective predecessors, successors, and assigns of all of the foregoing (collectively referred to as "Released Parties"), from all known and unknown claims, losses, damages, liquidated damages, penalties, including penalties under the Private Attorneys General Act ("PAGA"), interest, liabilities, causes of action, civil complaints, arbitration demands, or suits which reasonably arise from or reasonably relate to the facts pled and allegations asserted in the Action or the notice letter to the LWDA, including, without limiting the foregoing, all claims under the California Labor Code, including sections 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1199, 2802, 2698, 2699.3, and 2699.5, California Business and Professions Code section 17200, and the Industrial Welfare Commission Wage Orders.

59. Named Plaintiff and his predecessors, heirs, successors, and assigns hereby release and forever discharge and acquit and covenant not to sue Released Parties, from any and all claims, debts, promises, agreements, demands, causes of action, attorneys' fees, penalties, losses, and expenses of every nature whatsoever, contingent or non-contingent, matured or unmatured, liquidated or unliquidated, whether or not known, suspected or claimed, which Named Plaintiff had, now has, or may claim to have arising out of or in connection with Named Plaintiff's employment with RL-On Time (and termination thereof) or the alleged joint employment with

1 FedEx Ground (which FedEx Ground continues to deny). This total and complete release  
2 includes, but is not limited to, all claims arising directly or indirectly from Named Plaintiff's  
3 employment with RL On-Time (and termination thereof) and the alleged joint employment with  
4 FedEx Ground; claims or demands related to salary, bonuses, commissions, stock, stock options,  
5 vacation pay, penalties, fringe benefits; breach of contract, breach of the implied covenant of  
6 good faith and fair dealing, infliction of emotional harm, wrongful discharge, violation of public  
7 policy, defamation and impairment of economic opportunity; claims for harassment,  
8 discrimination, retaliation, negligent retention, negligent hiring, and negligent supervision; or any  
9 federal, state, municipal or other governmental statute, public policy, regulation or ordinance,  
10 including but not limited to the following: claims under The Civil Right Acts of 1866, 1964, and  
11 1991; 42 U.S.C. § 1981; The California Fair Employment and Housing Act; Section 503 of the  
12 Rehabilitation Act of 1973; The Fair Labor Standards Act (including the Equal Pay Act); The  
13 National Labor Relations Act; The Lily Ledbetter Fair Pay Act; the Occupational Safety and  
14 Health Act; The California Occupational Safety and Health Act; The California Workers'  
15 Compensation Act; The California Constitution; The California Labor Code, The California  
16 Business and Professions Code; The California Government Code; The Employment Retirement  
17 Income Security Act; The Americans With Disabilities Act; The Age Discrimination in  
18 Employment Act; The Family and Medical Leave Act, as allowed by law; The California Family  
19 Rights Act; The California Pregnancy Discrimination Act; The Wage Orders of the California  
20 Industrial Welfare Commission; The Immigration Reform and Control Act; the Families First  
21 Coronavirus Response Act; local ordinances including city, county, and other municipal  
22 ordinances concerning sick leave, minimum wage, and other matters; the federal Worker  
23 Adjustment and Retraining Notification Act (and any state law equivalents) ("WARN") and any  
24 claims for failure to comply with WARN and claims for associated penalties and wages, and any  
25 Executive Order, each as amended. This release does not prohibit Named Plaintiff from filing a  
26 charge with a government agency, such as the Equal Employment Opportunity Commission or  
27 the California Department of Fair Employment and Housing, but this Settlement does release any  
28

1 claim that Named Plaintiff has or may have for monetary relief, reinstatement, alleged  
2 reemployment or for any other remedy for Named Plaintiff personally, arising out of any  
3 proceeding before any government agency or court. If any agency or court should take  
4 jurisdiction over any matter in which Named Plaintiff has or may have any personal interest,  
5 whether initiated by Named Plaintiff or otherwise, Named Plaintiff will promptly inform that  
6 agency or court that this Settlement constitutes a full and final settlement by Named Plaintiff of  
7 all claims released. To the extent Named Plaintiff is awarded any monetary or other relief as a  
8 result of any such proceedings that involve claims subject to the releases set forth herein, Named  
9 Plaintiff waives the right to such relief, and agrees to promptly return any monies that are so  
10 awarded or paid to Named Plaintiff, to the respective Released Parties that were ordered or  
11 otherwise required to pay such monies. Notwithstanding the foregoing, and notwithstanding the  
12 fact that Plaintiff's status as an alleged employee of FedEx Ground is disputed, released claims do  
13 not include any claims that Named Plaintiff cannot lawfully waive. This Agreement does not  
14 require Named Plaintiff to release workers' compensation or unemployment compensation claims  
15 nor to waive any rights or claims that may arise after the Effective Date.

16  
17 60. As to any and all of the claims released by Paragraphs 59, the Named Plaintiff  
18 understands fully the statutory language of California Civil Code section 1542, and, with this  
19 understanding, assumes all risks for claims released hereunder that have already arisen or may in  
20 the future arise, whether known or unknown, suspected or unsuspected, and specifically waive all  
21 rights he may have under California Civil Code section 1542, or any similar provision under state,  
22 federal, or local law. Section 1542 states:

23 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
24 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**  
25 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
26 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
27 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
28 **DEBTOR OR RELEASED PARTY**

1 Named Plaintiff understands that, if any of the facts relating in any manner to this Action, or to  
2 the release and dismissal of claims as provided in this Agreement, are hereafter found to be other  
3 than or different from the facts now believed to be true, he has expressly accepted and assumed  
4 that risk and agrees that this Agreement and the release of claims contained herein and as set forth  
5 in Paragraphs 59 shall nevertheless remain effective. As to any and all of the claims released by  
6 Paragraphs 59, Named Plaintiff desires and intends, or is deemed to desire and intend, that this  
7 Agreement shall be given full force and effect according to each and all of its express terms and  
8 provisions, including those relating to unknown and unsuspected claims, if any, as well as those  
9 relating to the claims referred to above.

10 61. Named Plaintiff specifically waives all existing rights and claims he may have  
11 against the Released Parties under the federal Age Discrimination in Employment Act of 1967, as  
12 amended, 29 U.S.C. section 621, *et seq.* (“ADEA”). This ADEA waiver does not extend to right  
13 or claims that may arise after the Effective Date. Nothing in this Agreement prevents or  
14 precludes Named Plaintiff from challenging or seeking a determination in good faith of the  
15 validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or  
16 costs from doing so, unless specifically authorized by federal law. In return for his ADEA  
17 waiver, Named Plaintiff acknowledges that he is receiving consideration beyond that which he  
18 was already entitled to receive before entering into this Agreement. Named Plaintiff represents  
19 and warrants that he has consulted with Class Counsel regarding this ADEA waiver and has had  
20 21 calendar days to consider this Agreement, including the ADEA waiver. Named Plaintiff is  
21 informed that, and he also acknowledges that, if Named Plaintiff signs this Agreement, he has up  
22 to seven (7) calendar days to revoke this Agreement after he signs it. Named Plaintiff further  
23 acknowledges that, unless he revokes his signature within the applicable seven (7) day period, the  
24 Agreement will become irrevocable when the seven (7) day revocation period expires. Named  
25 Plaintiff may revoke this Agreement by delivering to RL On-Time’s counsel a written notice of  
26 revocation that is actually received on or before the 7th calendar day after Named Plaintiff signs  
27 this Agreement.  
28

64. Upon the Effective Date: (a) the Agreement shall be the exclusive remedy for any and all claims released in Paragraphs 58 through 61 above; and (b) Named Plaintiff and the Settlement Class Members (including members of the PAGA Group) stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or any tribunal any and all of the claims released in Paragraphs 58 through 61 of this Agreement.

65. If the preconditions necessary to trigger the Effective Date (as set forth in Section VII of this Agreement) are not met, this Agreement shall be cancelled and terminated unless Class Counsel and Defendants' counsel mutually agree in writing to proceed with and effectuate this Agreement. In the event that this Agreement is not approved by the Court or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, this Paragraph 66, Paragraph 29, and Paragraphs 69 through 71 herein shall survive and be binding on the Parties, but this Agreement shall otherwise be null and void.

## XVI. ADDITIONAL TERMS AND CONDITION

68. Settlement Not Evidence: The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of California Evidence Code section 1152, Federal Rule of Evidence 408, and/or any equivalent state or federal law or rule. Neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the

1 part of any person or entity, including, but not limited to, Defendants, the Released Parties, the  
2 Named Plaintiff, the Settlement Class, or as a waiver by any of the foregoing of any applicable  
3 privileges, claims or defenses. Defendants specifically deny any and all liability, and FedEx  
4 Ground more specifically denies that it employed or jointly employed any Settlement Class  
5 Member and that Named Plaintiff or any Settlement Class member was an aggrieved employee as  
6 to FedEx Ground.

7 69. Best Efforts: The Parties and FedEx Ground shall take all necessary actions to  
8 accomplish approval of the Settlement and the Settlement Notice. The Parties and FedEx Ground  
9 (including their counsel, successors, and assigns) agree to cooperate fully and in good faith with  
10 one another and to use their best efforts to effectuate the Settlement, including without limitation  
11 in seeking preliminary and final Court approval of this Agreement and the Settlement embodied  
12 herein, carrying out the terms of this Agreement, and promptly agreeing upon and executing all  
13 such other documentation as may be reasonably required to obtain final approval by the Court of  
14 the Settlement. The Parties agree to use all reasonable efforts, consistent with this Agreement and  
15 subject to Section XV (modification), to cure any defect identified by the Court that must be  
16 addressed to obtain the Court's approval of the Settlement.

17 70. Confidential Information: All information marked as "Confidential" provided by  
18 Defendants to the Named Plaintiff, Class Counsel, any individual member of the Settlement Class  
19 and/or PAGA Group, counsel for any individual Settlement Class Member, and/or the Settlement  
20 Administrator, pursuant to the implementation of this Agreement, constitutes confidential and  
21 proprietary business information and shall be deemed confidential and shall not be used for any  
22 purpose other than for the effectuation of this Settlement. Any materials inadvertently produced  
23 shall, upon any Defendants' request, be promptly returned to Defendants' counsel, and there shall  
24 be no implied or express waiver of any privilege, right, and defense. The Named Plaintiff and  
25 Class Counsel agree that the confidential information made available to them or to the Settlement  
26 Administrator through the settlement process was made available, as agreed to, on the condition  
27 that neither the Named Plaintiff nor Class Counsel may disclose such information, or summaries  
28

thereof, to third parties; that it not be the subject of public comment; that it not be used by the Named Plaintiff or Class Counsel in any way in this litigation should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded.

71. Confidentiality: The terms of this Settlement (including but not limited to the amount of the GSF) shall remain confidential, and shall not be discussed or disclosed by Plaintiff (other than to their attorneys, spouses (if any), and/or financial advisors) or by Class Counsel, until the preliminary approval motion is filed in the Court overseeing the Action. If asked about the Lawsuit, Plaintiff will only state that “The Parties have reached an agreement in principle and will work towards Court approval.”

72. Opt In Withdrawal: In exchange for the Enhancement Award and other remuneration set forth in this Agreement, Named Plaintiff agrees to take all steps necessary to properly and effectively withdraw with prejudice his opt-in in the *Claiborne et al. v. FedEx Ground Package System, Inc.*, No. 2:18-cv-01698-RJC (U.S. District Court for the Western District of Pennsylvania) case, including by filing or causing to be filed a notice of withdrawal with prejudice of opt-in with that court in that case no later than five (5) business days after the Court’s final approval of the Settlement.

73. Settlement Is Fair and Reasonable: Class Counsel has considerable experience in litigating and settling wage-and-hour class actions of this type, and is sufficiently familiar with the facts of this case and the applicable laws and regulations to make an informed judgment as to the fairness of this Settlement. In light of this experience, and for reasons that will be more fully explained in the motion for preliminary approval, Class Counsel and the Named Plaintiff believe that the settlement terms herein are fair and reasonable with regard to the interests of the Settlement Class. The terms of the Settlement resulted from several months of intense arm’s-length negotiations, including a full-day mediation session with private mediator Jill Sperber.

74. Notices: Except as otherwise set forth herein, all notices, requests, demands and other communications related to or in connection with this Agreement shall be in writing, and

shall be provided by appropriate method depending on the urgency (e.g., personal delivery, e-mail, facsimile, overnight delivery, or first-class U.S. mail) to:

**TO THE SETTLEMENT CLASS:**

MATTHEW FISHER (S.B. #229532)  
 MATTHEW S. DA VEGA (S.B. #195443)  
**DA VEGA | FISHER |  
 MECHTENBERG LLP**  
 850 Iron Point Road, Suite 211  
 Folsom, California 95630  
 Telephone: (408) 758-8974  
 Facsimile: (877) 535-9358  
 mfisher@mdmflaw.com

**TO FEDEX GROUND:**

SCOTT VOELZ  
 svoelz@omm.com  
 ADAM J. KARR  
 akarr@omm.com  
 ALLAN W. GUSTIN  
 agustin@omm.com  
 O'MELVENY & MYERS LLP  
 400 S. Hope St., 18th Floor  
 Los Angeles, CA 90071  
 Telephone: (213) 430-6000  
 Facsimile: (213) 430-6407

**TO RL ON-TIME:**

VICKIE V. GRASU (S.B. #224278)  
 MATTHEW C. SGNILEK (S.B. #235299)  
**O'HAGAN MEYER**  
 21650 Oxnard Street, Suite 530  
 Woodland Hills, California 91367  
 Telephone: (213) 306-1610  
 Facsimile: (213) 306-1615  
 vgrasu@ohaganmeyer.com  
 msgnilek@ohaganmeyer.com

75. Representations:

- (a) The Named Plaintiff, on behalf of himself, the Settlement Class, and the PAGA Group, have expressly authorized Class Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms.
- (b) Each attorney executing this Agreement on behalf of any party hereto hereby warrants that full authority to do so has been given by his/her client(s).
- (c) Defendants, Class Counsel, and the Named Plaintiff waive their right to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement; provided, however, that Class Counsel and the Named Plaintiff may appeal the Court's determination with regard to the requests for attorneys' fees and costs. Consistent with Paragraph 37, however, any such appeal will have no effect whatsoever on the other terms and provisions of this Agreement, including, by

1 way of example but not of limitation, the releases set out in Paragraphs 58 through 61 of this  
2 Agreement.

3 (d) The Parties represent and agree that neither have received and/or relied upon any  
4 advice and/or representations from the other and/or their or its attorneys as to the necessity for  
5 withholding or the taxability of the consideration paid pursuant to this Agreement, whether  
6 pursuant to federal, state or local income tax statutes or otherwise.

7 76. Construction, Interpretation, and Integration: This Agreement, including its  
8 exhibits, constitutes the entire agreement and understanding between the Parties, and supersedes  
9 any previous agreements or understandings between the Parties, including the January 30, 2024  
10 Memorandum of Understanding. No representations, warranties or inducements have been made  
11 to any party concerning the subject matter of this Agreement and/or its exhibits other than the  
12 representations, warranties and covenants contained in such documents. This Agreement and  
13 related exhibits shall be construed each as a whole, and with reference to one another, according  
14 to their fair meaning and intent. Each of the Parties represent that its/their counsel has  
15 participated and cooperated in the drafting and preparation of this Agreement and related exhibits;  
16 hence, in any construction to be made of this Agreement and/or its exhibits, the same shall not be  
17 construed against any party on the basis that said party was the drafter.

18 77. Governing Law: This Agreement and the exhibits hereto shall be deemed to have  
19 been negotiated, executed and delivered, and to be wholly performed, in the State of California.  
20 The rights and obligations of the parties under the Agreement shall be construed and enforced in  
21 accordance with, and be governed by, the laws of the State of California without regard to choice  
22 of law principles.

23 78. Counterparts: This Agreement may be executed in one or more counterparts by  
24 facsimile, electronic signature or email, which for the purposes of this Agreement shall be  
25 accepted as an original, and which may be filed with the Court. All executed counterparts, and  
26 each of them, shall be deemed to be one and the same instrument. Once available, a complete set  
27 of executed counterparts shall be filed with the Court. Copies of the complete set of executed  
28

1 counterparts may be used for all purposes in lieu of the originals, and shall have the same force  
2 and effect as the originals.

3 79. Severability: In the event any one of the provisions contained in this Agreement  
4 shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,  
5 illegality, or unenforceability shall not affect other provisions if Defendants' counsel and Class  
6 Counsel, on behalf of the Parties and FedEx Ground, mutually elect to proceed as if such invalid,  
7 illegal, or unenforceable provision had never been included in this Agreement.

8 80. Attorneys' Fees, Costs, and Expenses: Except as otherwise specifically provided  
9 for herein, each party shall bear his/her/its own attorneys' fees, costs and expenses, taxable or  
10 otherwise, incurred by them in or arising out of this Action, and shall not seek reimbursement  
11 thereof from any other party to this Agreement.

12 81. Calculation of Time: To resolve ambiguity, any reference to a span of "days" in  
13 this Agreement should be interpreted as a reference to calendar days unless stated to the contrary.  
14 To the extent that a given span of days ends on a national holiday, or weekend, the calculation  
15 should be deemed as ending on the next business day, e.g., a calculation that ends on a Saturday  
16 will carry forward to the following Monday.

17 82. Enforceability: The Parties intend for this Agreement to be a binding, enforceable  
18 and admissible agreement as of the Effective Date under Code of Civil Procedure section 664.6  
19 and Evidence Code section 1123(b).

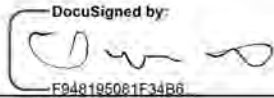
20 83. Advice of Counsel: The Parties to this Agreement are represented by competent  
21 counsel, and they have had an opportunity to consult with counsel. The Parties agree that it  
22 reflects a good faith compromise of the claims raised in the Action, based upon their assessment  
23 of the mutual risks and costs of further litigation and the assessments of their respective counsel.

24 84. Non-Retaliation: Defendants agree not to retaliate against any Settlement Class  
25 Member who may receive proceeds under the Settlement, or against any current or former  
26 employees who have signed a declaration in support of Named Plaintiff, and agree not to take any  
27 action to discourage employees from participating in the settlement process.  
28

*[Signatures follow]*

**IN WITNESS WHEREOF**, the undersigned Parties, FedEx Ground, and their duly-authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATED: 4/2/2024

By:   
Genaro Campos  
Plaintiff, individually, and on behalf of the  
Settlement Class as Class Representative and  
the PAGA Group as PAGA Representative

DATED: Apr 12, 2024

By: Rufino Lujano  
Rufino Lujano  
For and on behalf of Defendant RL On-Time  
Delivery Service, Inc.

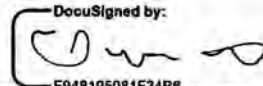
DATED:

By: Christian Kelly  
For and on behalf of Defendant FedEx Ground  
Package System, Inc.

*[Signatures follow]*

**IN WITNESS WHEREOF**, the undersigned Parties, FedEx Ground, and their duly-authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATED: 4/2/2024

By:   
F948185081F34B6  
Genaro Campos  
Plaintiff, individually, and on behalf of the  
Settlement Class as Class Representative and  
the PAGA Group as PAGA Representative

DATED:

By: \_\_\_\_\_  
Rufino Lujano  
For and on behalf of Defendant RL On-Time  
Delivery Service, Inc.

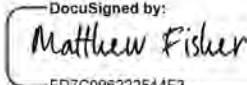
DATED:

By:   
Christian Kelly  
For and on behalf of Defendant FedEx Ground  
Package System, Inc.

1 **APPROVED AS TO CONTENT AND FORM:**

2  
3 DATED: 4/3/2024

**DA VEGA, FISHER, MECHTENBERG  
LLP**

4  
5 By:   
6 DocuSigned by:  
Matthew Fisher  
FD7C096222544E3  
7 MATTHEW FISHER  
8 MATTHEW S. DA VEGA  
9 Attorneys for Named Plaintiff, the Settlement  
10 Class, and the PAGA Group

11 DATED:

**O'Hagan Meyer**

12 By:   
13 VICKIE V. GRASU  
14 MATTHEW C. SGNILEK  
15 Attorneys for Defendant,  
16 RL On-Time Delivery Service, Inc.

17 DATED:

**O'MELVENY & MYERS LLP**

18 By: \_\_\_\_\_  
19 SCOTT VOELZ  
20 Attorneys for Defendant,  
21 FedEx Ground Package System, Inc.

1 **APPROVED AS TO CONTENT AND FORM:**

2  
3 DATED: 4/3/2024

**DA VEGA, FISHER, MECHTENBERG  
LLP**

5 By:   
6 DocuSigned by:  
ED7C096222544E3  
7 **MATTHEW FISHER**  
8 **MATTHEW S. DA VEGA**  
9 Attorneys for Named Plaintiff, the Settlement  
10 Class, and the PAGA Group

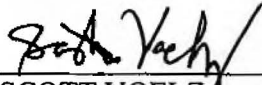
11 DATED:

**O'Hagan Meyer**

12 By: \_\_\_\_\_  
13 **VICKIE V. GRASU**  
14 **MATTHEW C. SGNILEK**  
15 Attorneys for Defendant,  
16 RL On-Time Delivery Service, Inc.

17 DATED: 4/8/24

**O'MELVENY & MYERS LLP**

18 By:   
19 **SCOTT VOELZ**  
20 Attorneys for Defendant,  
21 FedEx Ground Package System, Inc.

**Signature:** 

**Email:** [rufino.lujano@yahoo.com](mailto:rufino.lujano@yahoo.com)

# 24.01.23\_Campos\_v.\_RL\_On-Time\_Settlement\_and\_Release\_(P\_Executed)\_

Final Audit Report

2024-04-12

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2024-04-12                                   |
| By:             | Jessica Abreu (jabreu@ohaganmeyer.com)       |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAOIJMu9TyDOF5HdN2WzBJGmAZaHnkYz5m |

## "24.01.23\_Campos\_v.\_RL\_On-Time\_Settlement\_and\_Release\_(P\_Executed)\_" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)  
2024-04-03 - 5:00:53 PM GMT
-  Document created by Jessica Abreu (jabreu@ohaganmeyer.com)  
2024-04-12 - 1:53:03 AM GMT
-  Document emailed to Rufino Lujano (rufino.lujano@yahoo.com) for signature  
2024-04-12 - 1:54:25 AM GMT
-  Email viewed by Rufino Lujano (rufino.lujano@yahoo.com)  
2024-04-12 - 1:40:22 PM GMT
-  Document e-signed by Rufino Lujano (rufino.lujano@yahoo.com)  
Signature Date: 2024-04-12 - 1:40:46 PM GMT - Time Source: server
-  Agreement completed.  
2024-04-12 - 1:40:46 PM GMT

# EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF VENTURA

GENARO CAMPOS,

v.

RL ON-TIME DELIVERY SERVICE, INC., ET AL.

Case No. 56-2023-00575742-CU-OE-VTA

**NOTICE OF CLASS AND PAGA ACTION PROPOSED SETTLEMENT**

**TO:** All current and former California based non-exempt employees who physically performed work as pick up and delivery drivers for Defendant RL On-Time in California from February 17, 2019 through the date the Court grants preliminary approval of the Settlement

**IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE  
CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

A settlement ("Settlement") has been proposed in a class action and PAGA action lawsuit pending in Ventura County Superior Court ("Court") titled *Campos v. RL On-Time Delivery Service, Inc., et al.*, Case No. 56-2023-00575742-CU-OE-VTA (the "Action"). If the Court gives final approval of the Settlement, each Class Member will receive a payment as set forth in this notice. Here is a summary of your rights and options; they are described in more detail later in this document. If you have any questions, please contact the Settlement Administrator at *Campos v. RL On-Time*, c/o [REDACTED].

**Your Estimated Settlement Payment is \$<<estAmount>> based on the <<workweeks>> workweeks you worked during the Class Period, as shown in Defendant RL On-Time's records.**

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                   |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>GET A PAYMENT</b>                          | If you do nothing, you will automatically receive a payment if the Settlement is finally approved by the Court.                                                                                                                                                                                                                                                                                                                                                                                                                                                 | N/A                                                                               |
| <b>SUBMIT A WORKWEEK DISPUTE</b>              | If you believe that the number of workweeks with which you have been credited is incorrect, you must submit a workweek dispute to the Settlement Administrator. Detailed instructions for this option are set forth in Section 10 below                                                                                                                                                                                                                                                                                                                         | Deadline:<br>Date of Response<br>Deadline – 45<br>days post mailing               |
| <b>EXCLUDE YOURSELF</b>                       | If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own claims or lawsuit against Defendants regarding the allegations in the Action. Detailed instructions for this option are set forth in Section 17 below.                                                                                | Deadline:<br>Date of Response<br>Deadline - 45 days<br>post mailing               |
| <b>OBJECT</b>                                 | If you wish to object to the Settlement, you must submit your objections to the Settlement Administrator. Submitting an objection does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 18 below.                                                                                                                                                                                                                                                                                                            | Deadline:<br>Date of Response<br>Deadline - 45 days<br>post mailing               |
| <b>APPEAR AT THE "FINAL APPROVAL HEARING"</b> | The Court will hold a "Final Approval Hearing" to consider the Settlement, the request for attorneys' fees and costs by counsel representing the Class in the Action, and the Class Representative Plaintiff's request for service award for bringing the Action. You may, but are not required to, speak at the Final Approval Hearing about any objection to the Settlement that you submitted. If you intend to speak at the Final Approval Hearing, we ask (although it is not required) that you also provide to the Settlement Administrator a "Notice of | <b>Hearing Date:</b><br>[REDACTED],<br><b>2024 at</b> [REDACTED]<br><b>AM/ PM</b> |

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|  |                                                                                                                       |  |
|--|-----------------------------------------------------------------------------------------------------------------------|--|
|  | Intention to Appear” indicating your intent to do so. Instructions for this option are set forth in Section 18 below. |  |
|--|-----------------------------------------------------------------------------------------------------------------------|--|

The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

## WHAT THIS NOTICE CONTAINS

|                                                                                                                 |          |
|-----------------------------------------------------------------------------------------------------------------|----------|
| <b>BACKGROUND INFORMATION.....</b>                                                                              | <b>3</b> |
| 1. Why did I get this notice?                                                                                   |          |
| 2. What is this lawsuit about?                                                                                  |          |
| 3. Why is this a class action?                                                                                  |          |
| 4. Why is there a Settlement?                                                                                   |          |
| 5. How do I know if I am part of the Settlement?                                                                |          |
| 6. I’m still not sure if I am included.                                                                         |          |
| <b>THE PROPOSED SETTLEMENT.....</b>                                                                             | <b>3</b> |
| 7. What relief does the Settlement provide to the Class Members?                                                |          |
| <b>PAYMENT TO THE CLASS.....</b>                                                                                | <b>4</b> |
| 8. How can I get a payment?                                                                                     |          |
| 9. When will I get a payment?                                                                                   |          |
| 10. What if I disagree with Defendant RL On-Time’s calculations regarding my estimated Settlement payment?      |          |
| 11. If I receive a Settlement payment will I have to pay taxes on it?                                           |          |
| 12. No retaliation or discrimination.                                                                           |          |
| <b>THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF.....</b>                                           | <b>4</b> |
| 13. Do I have a lawyer in this case?                                                                            |          |
| 14. How will the lawyers be paid?                                                                               |          |
| 15. Will the Class Representative Plaintiff receive any compensation for their efforts in bringing this Action? |          |
| <b>RELEASE OF ALL CLAIMS .....</b>                                                                              | <b>5</b> |
| 16. What am I giving up to obtain relief under the Settlement?                                                  |          |
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| 17. How do I exclude myself from the Settlement?                                                                |          |
| <b>HOW TO OBJECT TO THE SETTLEMENT.....</b>                                                                     | <b>5</b> |
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| 19. What is the difference between excluding myself and objecting to the Settlement?                            |          |
| <b>FINAL APPROVAL HEARING .....</b>                                                                             | <b>6</b> |
| 20. What is the Final Approval Hearing?                                                                         |          |
| 21. When and where is the Final Approval Hearing?                                                               |          |
| 22. May I speak at the hearing?                                                                                 |          |
| <b>ADDITIONAL INFORMATION.....</b>                                                                              | <b>6</b> |
| 23. How do I get more information?                                                                              |          |
| 24. What if my address or other information has changed?                                                        |          |

## BACKGROUND INFORMATION

### 1. Why did I get this notice?

You received this Notice because a Settlement has been reached in this Action. According to Defendant RL On-Time's available records you are a member of the Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice), see Section 23 below.

### 2. What is this lawsuit about?

Plaintiff Genaro Campos (the "Plaintiff" or "Named Plaintiff") filed a lawsuit against RL On-Time Delivery Service, Inc., ("RL On-Time") and FedEx Ground Package System, Inc. ("FedEx Ground") (collectively "Defendants") on behalf of himself and all others similarly situated. The lawsuit alleges that Defendants violated California law by, among other things, failing to pay overtime wages, failing to provide meal and rest breaks, and failure to reimburse necessary business expenses. The lawsuit also asserts claims under the California Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA").

Defendants deny each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Defendant FedEx Ground specifically denies that it employed or jointly employed any Settlement Class Member and that Named Plaintiff, or any Settlement Class Member, was an aggrieved employee as to FedEx Ground. Defendants further deny that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

**The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Plaintiff's claims in the Action.**

For information about how to learn about what has happened in the Action to date, please see Section 23 below.

### 3. Why is this a class action?

In a class action lawsuit, one or more people called "Plaintiff" (in this Action, Genaro Campos) sues on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The companies sued in this case, RL On-Time and FedEx Ground, are called the "Defendants".

### 4. Why is there a Settlement?

The Plaintiff has made claims against Defendants. Defendants deny that they have done anything wrong or illegal and admit no liability. **The Court has not decided that the Plaintiff or the Defendants should win this Action. Instead, both sides agreed to a Settlement.** That way, they avoid the cost of a trial, and the Class Members will receive payment now rather than years from now, if at all.

### 5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: "All current and former California based non-exempt employees who physically performed work as a pickup and delivery driver for Defendant RL On-Time Delivery Services, Inc. ('RL On-Time') in California from February 17, 2019 through (date of order re preliminary approval)."

### 6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write to the Settlement Administrator for free help. The address of the Settlement Administrator is: *Campos v. RL On-Time*, c/o [REDACTED].

## THE PROPOSED SETTLEMENT

### 7. What relief does the Settlement provide to the Class Members?

Defendant RL On-Time has agreed to fund a Settlement with a maximum value of **\$250,000 (Two-Hundred and Fifty Thousand Dollars)**. The Settlement amount will be used to pay the claims of the Settlement Class, the cost of providing notice to the Class and administering the Settlement (up to \$10,000); to pay any awards of the Court for attorneys' fees (up to \$83,333) and costs (up to \$20,000) to Plaintiff's counsel; any enhancement award the Court

awards to the Named Plaintiff (up to \$10,000); and the amount allocated under the California Private Attorneys General Act of 2004, California Labor Code section 2698 et seq. (“PAGA”) (\$5,000, the “PAGA Payment”), which includes the 75% payment to the California Labor Workforce and Development Agency (“LWDA Payment”) (\$3,750) and the 25% “PAGA Group Amount” distributed to the PAGA Group (\$1,250).

**Your Estimated Settlement Payment is \$<<estAmount>>**

Your estimated payment was calculated using Defendant RL-On-Time’s records. Individual Settlement Payments will be calculated and apportioned as follows:

(a) The “Net Settlement Fund” shall be calculated by subtracting, from the total of \$250,000 Gross Settlement Fund, the payments to Class Counsel, the Named Plaintiff, and the Settlement Administrator, and the PAGA Payment. The settlement payments will be apportioned to each Class Member from the Net Settlement Fund on a *pro-rata* basis, based on the number of pay periods worked during the Class Period.

(b) The Settlement Administrator will also calculate Individual PAGA Payments on a *pro rata* basis, based on the number of pay periods worked by members of the PAGA Group.

## PAYMENT TO THE CLASS

### 8. How can I get a payment?

If you wish to remain a Settlement Class Member and obtain any share of the Settlement that you may be entitled to receive, then you do not have to do anything and you will automatically receive a Settlement Payment check in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Payment you will receive will be a full and final settlement of your Released Claims described below.

### 9. When will I get a payment?

As described in Sections 20 and 21, the Court will hold a hearing on \_\_\_\_\_ at \_\_\_\_\_ AM/PM, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

### 10. What if I disagree with Defendant RL On-Time’s calculations regarding my estimated Settlement payment?

If you believe that the number of workweeks with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by (Date of Response Deadline - 45 days post mailing) showing that such information is inaccurate. The Settlement Administrator shall decide the dispute. To be valid, the dispute must: (a) state the case name and number of the Action (b) set forth the Class Member’s name, address, and telephone number; (c) be signed by the Class Member; (d) include any documentary evidence showing that the workweek information is inaccurate, and (e) be postmarked or submitted to the Settlement Administrator on or before the Response Deadline. RL On-Time’s records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. You can submit a workweek dispute by mail to the Settlement Administrator at: *Campos v. RL On-Time Delivery Service, Inc.*, \_\_\_\_\_.

### 11. If I receive a Settlement payment will I have to pay taxes on it?

Your Settlement payment will be reported on a W2 and/or IRS Form 1099. You should consult a tax professional for more information about your own specific situation.

### 12. No retaliation or discrimination.

Defendants respect your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

## THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

### 13. Do I have a lawyer in this case?

The Court has ordered that the law firm of Da Vega, Fisher, Mechtenberg LLP (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the Settlement, you may contact the Class Counsel by writing them at 232 E. Anapamu Street, Santa Barbara, California

93101, or emailing them at (mfisher@mdmflaw.com) or (mdavega@mdmflaw.com), or calling them at (408) 758-8974. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **14. How will the lawyers be paid?**

All payments for Class Counsel's attorneys' fees and costs will be deducted from the Gross Settlement Fund. Class Counsel will request an award of attorneys' fees up to **\$83,333** and costs and expenses of up to **\$20,000** for their services in litigating the Action, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs yourself.

#### **15. Will the Named Plaintiff receive any compensation for his efforts in bringing this Action?**

The Named Plaintiff will request an enhancement award (also known as a "service" award) of up to **\$10,000** for his service as class representative and his effort in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representative.

### **RELEASE OF ALL CLAIMS**

#### **16. What am I giving up to obtain relief under the Settlement?**

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendants. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Defendants regarding the allegations in the Action. The Settlement Agreement, which is available by contacting the Settlement Administrator as described in Section 23 below, contains the full terms of the release.

### **HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT**

#### **17. How do I exclude myself from the Settlement?**

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a letter or postcard (also known as a "Request for Exclusion") via U.S. Mail or other delivery service that states: (a) your full name; (b) your current address and telephone number; (c) a clear written statement communicating that you elect to be excluded from the Settlement Class; (d) the last four digits of your Social Security number; and (e) the case name and case number of the Action, *Campos v. RL On-Time Delivery Service, Inc., et al.*, Case No. 56-2023-00575742-CU-OE-VTA. The letter or postcard must be sent (i.e., postmarked or delivery date stamped) by no later than **(Date of Response Deadline - 45 days post mailing)** and sent to the Settlement Administrator at: *Campos v. RL On-Time Delivery Service, Inc.*, **(Date of Response Deadline - 45 days post mailing)**.

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action, you will not be precluded from prosecuting any timely, individual claim against Defendants based on the conduct complained of in the Action, and you will not receive an Individual Settlement Payment.

Even if you request exclusion from the Class, however, you will still be bound by the Settlement Agreement's release of PAGA Claims upon final approval of the Settlement Agreement and Judgment. Requests for Exclusion do not apply to PAGA Claims. All PAGA Group Members will be sent a check for their pro rata share of the PAGA Group Amount, which are civil penalties enforced on behalf of the State of California.

### **HOW TO OBJECT TO THE SETTLEMENT**

#### **18. How do I tell the Court that I do not like the Settlement?**

At the date, time, and location stated in Section 21 below, the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and enhancement award to the Named Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit via U.S. Mail or other delivery service a valid, written Objection to the Settlement Administrator at the address set forth below by no later than (i.e., postmarked or delivery date stamped by) **(Date of Response Deadline)**.

**SETTLEMENT ADMINISTRATOR**

*Campos v. RL On-Time,*  
c/o [REDACTED]

To be valid, any objections must state: (a) your full name; (b) your current address and telephone number; (c) a clear written statement of your objection(s) and the reasons for each objection; (d) a statement of whether you intend to appear at the Final Approval Hearing (with or without counsel); (e) the last four digits of your Social Security number; (f) your signature; and (g) the case name and case number of the Action, *Campos v. RL On-Time Delivery Service, Inc., et al.*, Case No. 56-2023-00575742-CU-OE-VTA. ) The letter or postcard must be submitted to the Settlement Administrator via U.S. Mail or other delivery service with proof of submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) no later than **(Response Deadline)**. You must sign and date the objection for it to be valid. You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel, you will be responsible for your attorney's fees and costs. If you wish to appear at the Final Approval Hearing to object to the Settlement, either in person or through personal counsel hired at your expense, we ask (although it is not required) that you include in your Objection the statement, "Notice of Intention to Appear at Final Approval Hearing," or that you otherwise provide to the Settlement Administrator a "Notice of Intention to Appear" indicating your intent to appear at the Final Approval Hearing. Doing so, however, does not obligate you to appear.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.****19. What is the difference between excluding myself and objecting to the Settlement?**

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**FINAL APPROVAL HEARING****20. What is the Final Approval Hearing?**

The Court has preliminarily approved the Settlement meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Final Approval Hearing. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for an enhancement award to the Named Plaintiff.

**21. When and where is the Final Approval Hearing?**

On [REDACTED] at [REDACTED] AM/PM, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Mark S. Borrell in Department 40 of the California Superior Court for the County of Ventura located at Administration Building, Hall of Justice, 800 South Victoria Ave, Ventura, CA 93009. The hearing may be postponed to a different date or time or location without notice.

**22. May I speak at the hearing?**

At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to.

**ADDITIONAL INFORMATION****23. How do I get more information?**

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, and the operative Complaint filed in the Action, please contact Class Counsel by writing them at 232 E. Anapamu Street, Santa Barbara, California 93101, or emailing them at (mfisher@mdmflaw.com) or (mdavega@mdmflaw.com), or calling them at (408) 705-6320.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you may visit the Clerk's office at the Hall of Justice, 800 South Victoria Ave, Ventura, CA 93009, to obtain the file for inspection and copying at your own expense. Some documents and information may also be available online at: <https://www.ventura.courts.ca.gov/>

**24. What if my address or other information has changed?**

It is your responsibility to inform the Settlement Administrator of your updated information. You may make corrections to your address by contacting the Settlement Administrator at: *Campos v. RL On-Time*, c/o \_\_\_\_\_.

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**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**