

1 **JUSTICE FOR WORKERS, P.C.**
William C. Sung SB# 280792
2 E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
3 E-Mail: tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
4 Los Angeles, CA 90010
Tel: 323-922-2000
5 Fax: 323-922-2000

6 Attorneys for Plaintiff RANDALL BACHMAN

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**
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11 RANDALL BACHMAN, an individual and on
12 behalf of all others similarly situated;

13 Plaintiff,

14 vs.

15 GEODIS LOGISTICS LLC, a Tennessee
16 limited liability company; and DOES 1 through
50,

17 Defendants.
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19
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21

Case No.: CVRI2400956

[Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT
AND SETTING A FINAL APPROVAL
HEARING**

DATE: January 15, 2025
TIME: 8:30 a.m.
DEPT: 1

Reservation No.: 955782874429

Action Filed: February 22, 2024
Trial Date: Not Set

1 On February 22, 2024, Plaintiff Randall Bachman (“Plaintiff”) filed a representative action
2 Complaint in Riverside Superior Court (Case No. CVRI2400956) against Defendant Geodis
3 Logistics LLC (“Defendant”). In the operative First Amended Complaint (“FAC”), Plaintiff, on
4 behalf of himself and all allegedly similarly situated individuals, alleges the following causes of
5 action: (1) unpaid minimum wages; (2) unpaid overtime wages; (3) meal period violations; (4) rest
6 period violations; (5) wage statement violations and inaccurate record keeping; (6) Labor Code
7 Section 212 violations; (7) temperature violations; (8) unreimbursed business expenses (9) “quota”
8 violations; (10) untimely payment of wages; (11) sick leave pay violations; (12) suitable seating
9 violations; (13) waiting time penalties; (14) unfair competition; and (15) violation of the California
10 Private Attorneys General Act (“PAGA”). Plaintiff now seeks approval of a settlement between
11 Plaintiff and Defendant for the class and PAGA claims alleged in the FAC.

12 After engaging in informal discovery and obtaining the putative class members’ data and
13 performing a damage analysis, the parties engaged in a full day mediation with mediator Barry
14 Appell, Esq., which ultimately resulted in a settlement.

15 Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement was filed
16 with the Court on December 13, 2024. A hearing was held before this Court on January 15, 2025.

17 The Court has considered the Class and PAGA Action Settlement Agreement between
18 Plaintiff and Defendant (the “Settlement Agreement”), the Class Notice and all other papers filed in
19 this action.

20 NOW THEREFORE, IT IS HEREBY ORDERED:

21 1. All defined terms contained herein shall have the same meanings as set forth in the
22 Settlement Agreement;

23 2. The Class Representative and Defendant have reached an agreement to settle all
24 claims in the Action on behalf of the Class as a whole;

25 3. The Court hereby conditionally certifies the following Class for settlement purposes
26 only:

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1 “All current and former non-exempt (hourly) employees in California who were
2 employed by Geodis Logistics LLC at any time between January 1, 2022 to October
3 10, 2024” (the “Class”).

3 (Settlement Agreement ¶¶ I.C. & I.I.)

4 Should for whatever reason the Settlement Agreement and Judgment not become Final, the
5 fact that the parties were willing to stipulate to certification of a class as part of the Settlement
6 Agreement shall have no bearing on, or be admissible in connection with, the issue of whether a
7 class should be certified in a non-settlement context, as to any action between the Plaintiff and
8 Defendant.

9 4. The Court appoints and designates, for settlement purposes only: (a) Plaintiff as the
10 Class Representative and (b) William C. Sung and Tiffany L. Luu of Justice for Workers, P.C., as
11 Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect
12 to all acts or consents required by, or which may be given, pursuant to the Settlement Agreement,
13 and such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any
14 Class Member may enter an appearance through his or her own counsel at such Class Member’s
15 own expense. Any Class Member who does not enter an appearance or appear on his or her own
16 behalf will be represented by Class Counsel.

17 5. The Court hereby preliminarily approves the terms and conditions provided for in the
18 Settlement Agreement.

19 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross
20 Settlement Amount of \$400,000.00, which is to be distributed as follows: (a) up to \$7,500.00 is to
21 be paid to the Class Representative for his services to the Class; (b) a total of up to \$133,333.33
22 shall be paid to Class Counsel for attorneys’ fees and up to \$25,000.00 reimbursement of actual
23 costs incurred; (c) \$40,000.00 for PAGA Penalties (75% of which will be paid to the California
24 Labor and Workforce Development Agency (“LWDA”) and 25% to the aggrieved employees) and
25 (d) the Settlement Administrator shall be paid for its fees and costs relating to the settlement
26 administration process in the amount of \$19,896.00.

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1 7. The Court finds that on a preliminary basis the Settlement appears to be within the
2 range of reasonableness of a settlement, Class Representative service award, Class Counsel fees and
3 costs, the settlement administration fees, and the allocation of payments to Class Members, that
4 could ultimately be given final approval by this Court. It appears to the Court on a preliminary
5 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
6 balanced against the probable outcome of further litigation relating to liability and damages issues.
7 It also appears that extensive and costly investigation, research, and court proceedings have been
8 conducted so that counsel for the parties are able to reasonably evaluate their respective positions.
9 It appears to the Court that settlement at this time will avoid substantial additional costs by all
10 parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
11 Litigation. It also appears that settlement has been reached as a result of intensive, serious, and
12 non-collusive arms-length negotiations.

13 8. The Court also preliminarily finds, for settlement purposes only, that the Class meets
14 the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
15 Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
16 common, or of general interest, to all Class Members, which predominate over individual issues; (3)
17 Plaintiff's claims are typical of the claims of Class Members; (4) Plaintiff and Class Counsel will
18 fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to
19 other available methods for an efficient adjudication of this controversy.

20 9. The Parties are ordered to carry out the Settlement according to the terms of the
21 Agreement.

22 10. A hearing (the "Final Approval Hearing") shall be held before this Court on
23 _____, 2025 at 8:30 a.m. in Department 1 of the Superior Court of the State of
24 California, County of Riverside to determine all necessary matters concerning the Settlement
25 Agreement, including whether the proposed settlement of the action on the terms and conditions
26 provided for in the Settlement Agreement is fair, adequate and reasonable and should be finally
27 approved by the Court and whether a Judgment, as provided in the Settlement Agreement, should be
28 entered herein. At this same time, a hearing on Class Counsel's motion for attorneys' fees and

1 reimbursement of litigation costs and the Class Representative's service award shall also be held.

2 11. The Court hereby approves, as to form and content, the Notice of Pendency of Class
3 Action and Proposed Settlement ("Class Notice"), Request for Exclusion Form ("Opt Out Form")
4 and Objection Form ("Objection Form") that are attached as Exhibits A, B and C to this Order. The
5 Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members
6 satisfies due process, provides the best notice practicable under the circumstances, and shall
7 constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the
8 Class Notice adequately advises the Class about (i) the Settlement terms and the benefits available
9 to each Class Member; (ii) each Class Member's right to object or opt out of the Settlement; and
10 (iii) the claims released pursuant to the Settlement.

11 12. The Court appoints and designates Simpluris, Inc. as the Settlement Administrator.
12 The Court hereby directs the Settlement Administrator to provide the approved Class Notice, Opt
13 Out Form and Objection Form within forty-five (45) calendar days of the Preliminary Approval
14 Order using the procedures set forth in the Settlement Agreement. The Settlement Administrator is
15 further ordered to file with the Court a declaration with copies of any exclusions or objections it
16 received to the proposed settlement concurrently with the filing of the Motion for Final Approval of
17 the Settlement.

18 13. Any Class Member may choose to opt out of and be excluded from the settlement as
19 provided in the Settlement Agreement and Class Notice and by using the Opt Out Form or by
20 following the instructions for requesting exclusion. Any person who timely and properly opts out
21 of the settlement will not be bound by the class settlement or have any right to object, appeal, or
22 comment thereon. Any Opt Out request must be in writing and signed by each such Class Member
23 opting out and must otherwise comply with the requirements delineated in the and Class Notice.
24 Any Opt Out request must be sent to the Settlement Administrator and not filed with the Court.
25 Class Members who have not requested exclusion by submitting a valid and timely Opt Out request,
26 by the Opt Out Deadline, shall be bound by all determinations of the Court, the Settlement
27 Agreement, and Judgment. Any Class Member opts out of the class settlement will remain bound by
28 the release of the Released PAGA Claims.

1 14. Any Class Member may object to and/ or express his or her views regarding the
2 Proposed Settlement and may present evidence and briefs or other papers that may be proper and
3 relevant to the issues to be heard and determined by the Court as provided in the Class Notice to the
4 Settlement Administrator. Any Class Member must make his or her objection in the manner
5 provided for in the Settlement Agreement and Class Notice. Any objection request must be sent to
6 the Settlement Administrator and not filed with the Court. Any Class Member that serves a proper
7 written objection does not need to appear at the Motion for Final Approval for that Class Member's
8 objection to be considered. Class Counsel will provide notice to any objecting party of any
9 continuance of the hearing of the Motion for Final Approval by first class mail.

10 15. Defendant must exercise any right it may have to terminate the Settlement.
11 Agreement by no later than fourteen (14) calendar days after the Settlement Administrator notifies
12 the Parties of the number of valid Elections Not to Participate in Settlement it has received.

13 16. The Motion for Final Approval shall be filed by the Class Representative no later
14 than sixteen (16) court days before the Final Approval Hearing.

15 17. The Parties may depart from the dates set forth herein if mutually agreed upon and
16 such departure does not materially differ from the terms of this Order.

17 18. The Court further orders that, pending further order of this Court, all proceedings in
18 this lawsuit, except those contemplated herein and in the Settlement, are stayed.

19 19. The Agreement and the Settlement are preliminarily approved but are not an
20 admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by
21 Defendant or of any violation of law. Neither the Agreement nor any related document shall be
22 offered or received in evidence in any civil, criminal, or administrative action or proceeding other
23 than such proceedings as may be necessary to consummate or enforce the Agreement and
24 Settlement.

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1 20. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is
3 continued, Class Counsel will provide notice to any objecting party of any continuance of the
4 hearing of the Motion for Final Approval by first class mail. The Court retains jurisdiction to
5 consider all further applications arising out of or connected with the Settlement Agreement.

6 IT IS SO ORDERED.

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9 DATED: _____, 2024

Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT A

Randall Bachman v. Geodis Logistics LLC
SETTLEMENT ADMINISTRATOR
Simpluris Inc.

IMPORTANT LEGAL MATERIALS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

Randall Bachman v. Geodis Logistics LLC
Case No. CVRI2400956

**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>>
THROUGH THIS CLASS ACTION SETTLEMENT.**

To: All individuals whom Geodis Logistics LLC employed in California as non-exempt (hourly) employees at any time between January 1, 2022 and October 10, 2024.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED
SETTLEMENT.

**THE COURT HAS NOT DETERMINED THAT GEODIS VIOLATED THE LAW.
GEODIS DENIES THAT IT VIOLATED ANY LAWS OR THAT IT HARMED ITS
EMPLOYEES IN ANY WAY. IT IS SETTLING THIS LAWSUIT TO AVOID THE
EXPENSE AND BURDEN OF FURTHER LITIGATION.
TO RECEIVE YOUR SHARE OF THE SETTLEMENT, YOU DO NOT NEED TO DO
ANYTHING.**

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because the court granted preliminary approval of a proposed settlement (the “Settlement”) in the class action and representative lawsuit entitled *Randall Bachman v. Geodis Logistics LLC*, Riverside County Superior Court, Case No. CVRI2400956 (hereinafter referred to as the “Action”) on January 15, 2025.

The Notice explains 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, see Section 15, below.

2. WHAT IS THE ACTION ABOUT?

On February 22, 2024, Plaintiff Randall Bachman (“Plaintiff”) filed a representative action Complaint against Defendant Geodis Logistics LLC (“Geodis” or “Defendant”) in

Riverside Superior Court (Case No. CVRI2400956). In the operative First Amended Complaint, Plaintiff, on behalf of himself and all purported similarly situated individuals, alleges the following causes of action: (1) unpaid minimum wages; (2) unpaid overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations and inaccurate record keeping; (6) Labor Code Section 212 violations; (7) temperature violations; (8) unreimbursed business expenses (9) “quota” violations”; (10) untimely payment of wages; (11) sick leave pay violations; (12) suitable seating violations; (13) waiting time penalties; (14) unfair competition; and (15) violation of the California Private Attorneys General Act (“PAGA”).

Geodis denies the allegations in the Action and is prepared to continue to defend the it vigorously. No court has made any ruling on the merits in the Action. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiff brought his case as a class action.

In the Action, the Plaintiff seeks to represent you on a class and representative basis. Geodis is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All individuals whom Geodis Logistics LLC employed in California as non-exempt (hourly) at any time between January 1, 2022 and October 10, 2024.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on January 15, 2025, in the Superior Court of the State of California for the County of Riverside, at which time Judge Harold W. Hopp preliminarily approved the Settlement. The Settlement will resolve the Class Members’ claims for violation of Labor Code alleged in the Action that arose during the Class Period.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Geodis that the claims in the Actions have merit or that Geodis has any liability to the Plaintiff or the Class Members on those claims. No court has made any ruling on the merits of the Action.

The parties have agreed to settle the case for \$400,000.00 (“Gross Settlement Amount”). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys’ fees not to exceed \$133,333.33 (One-Third or approximately 33.33%) of the Gross Settlement

Amount; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, which are expected to not exceed \$25,000.00; (3) service payment to Plaintiff for services in the Action and in exchange for a full general release from him, in an amount not to exceed \$7,500.00; (4) up to \$20,000.00 for settlement administration costs; and (5) a payment of \$40,000, of which \$30,000.00 will be paid to the State of California's Labor and Workforce Development Agency in connection with settlement of the claims under PAGA and \$10,000.00 distributed to PAGA Employees, defined below, ("Employee PAGA Allocation"). The amount of money remaining after these payments is the amount that will be distributed to individuals who are Class Members. This amount is known as the "Settlement Share."

Each Class Member will receive a Settlement Share based on their pro-rata share of the Net Settlement Amount based on the number of workweeks worked for Class Members who do not validly opt-out of this Settlement. In other words, the Net Settlement Amount will be divided by the total number of workweeks worked by all Class Members and then multiplied by the total number of workweeks worked by each Class Member between January 1, 2022 and October 10, 2024 (the "Class Period").

Each PAGA Employee, which is any Class Member who worked for Geodis at anytime between December 19, 2022 and October 10, 2024 (the "PAGA Period"), shall receive a PAGA Share, which is a pro-rata portion of the Employee PAGA Allocation. Each PAGA Share is calculated based on the number of pay periods worked during the PAGA Period. In other words, the Employee PAGA Allocation will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period and then multiplied by the total number of pay periods worked by each PAGA Employee during the PAGA Period.

Your estimated Settlement payments is <<Estimated Payment>>.

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the Settlement is approved, the Court will enter a Final Order and Judgment. Upon entry of the Final Order and Judgment, you will release the following claims, and will be barred from prosecuting any and all such claims, against Geodis, its officers, directors, employees and agents:

1. Participating Class Members. Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount (plus employer-side payroll taxes), Participating Class Members, on behalf of themselves and their respective representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby do and shall be deemed to have released the Released Parties from the Released Class Claims. "Released Class Claims" mean all claims, debts, liabilities, demands, damages, obligations, penalties, guarantees, costs, expenses, attorneys' fees and causes of action that were or could have been asserted in this Action based on or arising out of the allegations in the Action, regardless of theory of liability, including, but not limited to, claims under state, federal or local law including, but not limited to claims for failure to pay earned wages and overtime, failure to pay overtime at the regular rate, failure to provide meal periods and/or rest breaks, failure to pay meal/rest break premiums at the regular rate, failure to provide sick pay or pay it at the regular rate, failure to pay wages upon separation of employment, failure to timely pay wages, failure to reimburse business expenses, failure to

provide accurate wage statements, failure to provide notice of quotas and/or quotas prevented employees from taking meal and rest breaks or were not lawfully implemented, failure to properly regulate temperatures, and claims for unfair and unlawful practices, wage-statement penalties, and "waiting time" penalties, claims under the applicable Wage Orders, Labor Code sections 201, 202, 203, 204, 210, 212, 218.5, 225.5, 226, 226.3, 226.7, 245, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2100, 2800, 2802, 6720, Cal. Code Regs, tit. 8 section 3203, California Industrial Welfare Commission Wage Orders, California Business and Profession Code sections 17200, et seq., and California Code of Civil Procedure section 1021.5.

2. **PAGA Employees.** Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount, the State of California and Plaintiff hereby do and shall be deemed to have released the Released Parties from the Released PAGA Claims. "Released PAGA Claims" mean any and all claims for penalties under Labor Code sections 2698-2699.5, et seq, asserted in the PAGA Notices that arose during the PAGA Period, including violations of California Labor Code sections 201, 202, 203, 204, 210, 212, 225.5, 226, 226.3, 226.7, 245, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 1198.5, 2100, 2800, 2802, 6720, and the IWC Wage Order, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice, regardless of theory of liability.

The precise definitions of the capitalized terms in the paragraphs above can be found in the Notice of Filing Class and PAGA Action Settlement Agreement, Exhibit 1 - Class and PAGA Action Settlement Agreement between Plaintiff and Geodis, filed on December 13, 2025 which can be viewed at the Riverside Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501 during normal business hours or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

7. WHY IS THIS BEING REFERRED TO AS A CLASS AND REPRESENTATIVE ACTION?

The Settlement involves a class action and representative action. The key distinction between a "class action" and a "representative action" is their requirements for how you participate in or how or if you can exclude yourself from the settlement.

If you wish to participate in the class action settlement, which is explained in this Notice and the Settlement Agreement, you do not have to do anything. You will receive money under the class action settlement by doing nothing. If you want to opt out of, or request to be excluded from and not bound by, the class action settlement, then you must submit your intention to opt out of the settlement in the manner and timeframe described in this Notice and in the Settlement Agreement. If you opt out of the settlement, you still will receive a PAGA Share and will be bound by the release of PAGA claims that is part of the settlement.

If the Court approves the Settlement you will receive a PAGA Share and do not have the option to exclude yourself and you will be bound by the PAGA Release of claims.

In sum, for the class action settlement, you do not have to do anything to get the money and be bound by the release of class action claims stated in this Notice and Settlement Agreement. For the PAGA Share, you do not need to do anything to receive your payment and you will be bound by the PAGA release.

8. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive a monetary award from this Settlement approximately 90 days after the Final Approval Hearing on **FINAL APPROVAL HEARING DATE**, if the Settlement is approved, and no later appeal is filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

9. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You can object to any of the terms of the Settlement before or at the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, and receive a settlement payment unless you timely request to be excluded from the settlement and submit the exclusion form provided to you. To object, in writing, you should mail your written objection to the Settlement Administrator at the addresses listed below by **[INSERT OBJECTION DEADLINE]**, 45 days after the date of mailing of this Notice:

- Bachman v. Geodis
Simpluris Inc.
P.O. Box 26170
Santa Ana, CA 92799

Any written objections shall your full name and current mailing address, the last four digits of your social security number, state each specific reason for your objection and any legal support for each objection, and include all evidence and supporting papers. You may use the enclosed Objection Form and state the reason for your objection. You may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

10. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you may use the enclosed exclusion form and mail it to the Settlement Administrator at the following address:

Bachman v. Geodis
Simpluris Inc.
P.O. Box 26170
Santa Ana, CA 92799

To be valid, a written request for exclusion can be made by utilizing the enclosed Request for Exclusion Form or must state that you wish to be excluded, and (1) must contain your name (and former names, if any), current address; (2) must be signed by you; (3) must be postmarked on or before [EXCLUSION DEADLINE], 45 days after the date of mailing of this Notice; and (4) returned to the Settlement Administrator at the address listed above.

Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded.

You cannot exclude yourself from the PAGA settlement. Even if you choose to exclude yourself from the class settlement, if you are a PAGA Employee, you will still receive your share of the portion of the settlement allocated to the PAGA claims, and you will still be bound by the release of the Released PAGA Claims.

11. YOUR NUMBER OF WORKWEEKS AND PAY PERIODS

Based on Geodis' records, your number of workweeks worked during the Class Period is <<Workweeks Worked>>. Based on Geodis' records your number of pay periods worked during the PAGA Period is <<PAGA pay periods Worked>>

If you dispute the number of workweeks or pay periods allocated to you, you may mail your written dispute with supporting documentation on the number of workweeks you worked during the Class Period to the Settlement Administrator, who will decide the amount of workweeks and/or pay periods you worked, at the addresses listed below by [INSERT DISPUTE DEADLINE], 45 days after the date of mailing of this Notice.

Bachman v. Geodis
Simpluris Inc.
P.O. Box 26170
Santa Ana, CA 92799

12. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

The Plaintiff individually will request a service award of up to \$7,500.00 for his services as the Representative and for his efforts in bringing the Action. In exchange for this payment, Plaintiff will also execute an individual general release. The Court will make the final decision as to the amount of the service award to be paid to the Plaintiff. Plaintiff's Application for his service award can be viewed at the Courthouse after [INSERT DATE OF FINAL APPROVAL FILING], during normal business hours (as well as Class Counsel's Application for Attorneys' Fees and Costs as discussed below).

13. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has ordered that the interests of Plaintiff, the Class Members, and PAGA Employees are represented by counsel for Plaintiff as follows:

William C. Sung, Esq.
Email: william@justiceforworkers.com
Tiffany L. Luu, Esq.
Email: tluu@justiceforworkers.com
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010
Tel.: (323) 922-2000
Fax: (323) 922-2000

(Collectively, “Class Counsel”). Class Members will not be separately charged for these lawyers. 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?

Class Counsel will be requesting from the Court an amount not to exceed One-Third (approximately 33.33%) of the total settlement amount (in other words, up to \$133,333.33) for their attorneys’ fees and litigation costs not exceeding \$25,000. A copy of Class Counsel’s application for attorneys’ fees and costs can be viewed at the Riverside Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501 after **INSERT DATE OF FINAL APPROVAL FILING**, during normal business hours or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. The actual amount awarded to Class Counsel will be determined by the Court.

15. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. 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 Class; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for a service award to Plaintiff.

16. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on **FINAL APPROVAL HEARING DATE** at 8:30 a.m. in Department 1 of the Superior Court of the State of California for the County of Riverside, Historic Courthouse, 4050 Main St, Riverside, CA 92501 (“Final Approval Hearing”).

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing to have your objection considered by the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial. If you served a timely objection with the Settlement Administrator, you will be provided with notice of any continuances of the final approval hearing by first class mail.

17. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

18. HOW DO I GET MORE INFORMATION?

To see a copy of the Class and PAGA Action Settlement Agreement between Plaintiff and Geodis (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative Complaint filed in the *Bachman* lawsuit, and other filed documents related to Plaintiff's lawsuit and this Settlement, you may view all such files at the Clerk's office at the Superior Court of the State of California for the County of Riverside, Historic Courthouse, 4050 Main St, Riverside, CA 92501 or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the *Bachman v. Geodis* Class Action Settlement.

Bachman v. Geodis
Simpluris Inc.
P.O. Box 26170
Santa Ana, CA 92799
Toll-free number: 888-369-3780

You may also contact the attorneys for the Class, whose names and contact information is listed above.

19. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

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

EXHIBIT B

OBJECTION FORM

Randall Bachman v. Geodis Logistics LLC
Case No. CVRI2400956

**TO OBJECT TO THE SETTLEMENT YOU MUST FILL OUT, SIGN AND RETURN
THIS FORM, POSTMARKED ON OR BEFORE INSERT DATE TO
ADMINISTRATOR ADDRESS**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[FULL NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

Last Four Digits of Social Security Number _____

TELEPHONE NUMBER _____

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED
SETTLEMENT.**

I object to the settlement for the following reasons:

Note: You must also include all evidence and papers supporting your objection.

Executed on _____, 2025

Signature: _____

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Randall Bachman v. Geodis Logistics LLC

Case No. CVRI2400956

**TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT YOU MUST SIGN
AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE**, TO:
ADMINISTRATOR ADDRESS**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[FULL NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

LAST FOUR DIGITS OF SOCIAL SECURITY NO. _____

TELEPHONE NUMBER _____

**THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE
PROPOSED CLASS SETTLEMENT. IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT
DO NOT**

SUBMIT THIS FORM.

[] By checking the box to the left, and signing and completing the below, I agree to the following:

I do not want to participate in the class settlement in Randall Bachman v. Geodis Logistics LLC.

Case No. CVRI2400956

**I understand by not participating and excluding myself from the settlement, that I will not receive
any money from the class settlement. I understand that regardless of whether I exclude myself from the
class settlement, I will remain bound by the PAGA settlement and release.**

Executed on _____, 202__.

Signature: _____